MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

December 20, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Resolution for Teleconference Meeting Per AB 361

1. **Clerk of the Board of Supervisors** **RES-2022-708**

Adopt a Resolution of the Mariposa County Board of Supervisors Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2020 Regarding an Outbreak of Respiratory Illness Due to a Novel Coronavirus (A Disease Now Known as Covid-19), and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Board of Supervisors for the Period December 20, 2022 to January 18, 2023 Pursuant to Brown Act Provisions

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

C. Pledge of Allegiance

Chair Smallcombe led the pledge.

D. Introductions

None.

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

Chair Smallcombe noted CA.31 was pulled to be voted upon after 2:00 PM and CA.6 was withdrawn.

Public comment received from Shannon Hansen/Public Works Director, wanted to bring attention to CA.33 and noted they are going out to bid for phase one, and community outreach will be done. She noted that communication is key and public works had a plan.

Tara Schiff/Economic Development Specialist, added that they have reached out to the Public Information Office (PIO) to have a communication meeting, requesting an extension to 2024.

Colleen Rhodes/Community Member, requested CA.4 and CA.5 be pulled and discussed, noting there are community concerns.

Chair Smallcombe read item CA.4 and noted it was from the Administration Department. Dallin Kimble/County Administrative Officer, introduced Leigh Westerlund/Assistant County Administrative Officer, who noted this is an amendment for the last six months to bring county usage up to date. In response to a question from Chair Smallcombe, Ms. Westerlund noted what we are switching to should cover the County. Public comment was received by Colleen Rhodes, who noted this contract has never had a public review with a cost of $3 million to date, and it should be placed on the regular agenda for future review. Chair Smallcombe noted the contract would be up for renewal and it would be a good time for the administration to do a presentation on the ERP system.

Chair Smallcombe read item CA.5. Public comment was received by Colleen Rhodes who asked Mr. Kimble to address the public concern as to why Matthew Johnson was selected as the County Librarian. Mr. Kimble noted the Board directed staff to recruit a Librarian upon the retirement of the former librarian. He noted no qualifying applications were received in the first round of recruitment, so the Board directed a description change to open it up further. Mr. Kimble noted this is the exact route taken and the opportunity given to the former librarian.

Supervisor Long noted on CA.11 that this item is to recognize employees and gave heartfelt thanks.

Supervisor Forsythe commented on CA.28 asking how it affects the Health and Human Services Budget. Joe Lynch/Health and Human Services Agency Director noted in the beginning they had to guess what was needed when taking over the Fire case managers. HHSA has seen an increase in contracts relating to the Oak Fire and noted the Alliance is doing an incredible. He also noted HHSA has flexible funding.

Chair Smallcombe noted on CA.30 noted that this is an incredible program that will help a number of individuals with rising food costs.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

CA1. **Health and Human Services RES-2022-709**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-710**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-711**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-712**

Approve an Amendment to Agreement with DLT a Licensed Reseller of Oracle Software Licenses; and Authorize Board of Supervisors Chair to Sign

CA5. **Administration RES-2022-713**

Appoint Mr. Matt Johnson as the County Librarian Effective January 1, 2023, at an Annual Salary of $85,610.61; and Authorize Increases in Salary Contingent on Educational Progress and Achievement

6. Withdrawn from the agenda

CA7. **Administration/Community Development RES-2022-714**

Approve a Micro Grant for Okie Dokie Retail Store in the Amount of $10,000 ; and Authorize the Auditor to Submit Payment

CA8. **Administration/Community Development RES-2022-715**

Approve a Business Assistance Loan in the Amount of $250,000 for Mountain Fitness, LLC at 2% Interest with a 20 Year Term and Loan Review After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA9. **Administration/Community Development RES-2022-716**

Approve Micro Enterprise Loan for the Lemon Drop Retail Store in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA10. **Administration/Community Development RES-2022-717**

Approve Business Assistance Loan in the Amount of $100,000 for Where the Wild Things Play Preschool at 2% Interest with a 15 Year Term and Possible Forgiveness After One Year of Payments; Approve Loan Documents; Authorize

the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA11. **Administration/Human Resources RES-2022-718**

Recognize Mariposa County Employees for Their Years of Service

CA12. **Assessor-Recorder RES-2022-719**

Approve a Joint Powers Authority (JPA) Agreement with the "California Assessors' Association Information Technology"; and Authorize the Assessor/Recorder to Sign the Agreement

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, October 4, 2022

CA14. **Board of Supervisors**

Approve the Minutes of Wednesday, October 5, 2022

CA15. **Board of Supervisors**

Approve the Minutes of Tuesday, October 11, 2022

CA16. **Board of Supervisors**

Approve the Minutes of Tuesday, October 18, 2022

CA17. **Board of Supervisors**

Approve the Minutes of Tuesday, October 25, 2022

CA18. **Board of Supervisors**

Approve the Minutes of Tuesday, November 1, 2022

CA19. **Board of Supervisors**

Approve the Minutes of Tuesday, November 8, 2022

CA20. **Board of Supervisors**

Approve the Minutes of Tuesday, November 22, 2022

CA21. **Board of Supervisors**

Approve the Minutes of Tuesday, November 29, 2022

CA22. **Board of Supervisors**

Approve the Minutes of Tuesday, December 13, 2022

CA23. **Clerk of the Board of Supervisors (ID # 13623)**

Receive the Fiscal Year 2022-2023 Annual Report from the Yosemite/Mariposa County Tourism Bureau

CA24. **Clerk of the Board of Supervisors 2022-110**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in November of 2022

CA25. **Clerk of the Board of Supervisors 2022-111**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in November of 2022

CA26. **Fire RES-2022-720**

Approve Updated Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Health and Human Services RES-2022-721**

Approve a Lease Agreement with Bryan B Cooper for 5036 County Park Rd Unit A, Mariposa, California, to be Used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Health and Human Services RES-2022-722**

Approve Second Amendment to Agreement with the Alliance for Community Transformations Increasing Amount by $100,000 for a New Amount Not to Exceed $275,000 and Extending the Term of the Agreement through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA29. **HHS/Behavioral Health & Recovery Services RES-2022-723**

Approve Addendum to Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. (Anthem) to Coordinate Patient Physical and Behavioral Health Care Services; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA30. **HHS/Community Services RES-2022-724**

Approve First Amendment to Service Agreement with the Coulter Cafe to Provide a Senior Dining Services Program Operating in North County Mariposa, Increasing the Amount by $43,000 to a New Amount Not to Exceed $90,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

31. Removed for seperate vote

CA32. **Public Works RES-2022-725**

Approve a Five-Year Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services; Approve Task Order No. 1 for the FEMA Water Tanks Project in the Amount Not to Exceed $258,830; and Authorize the Board of Supervisors Chair to Sign the Agreement and Task Order No. 1

CA33. **Public Works RES-2022-726**

Approve Plans and Specifications for Construction of Phase I Downtown Revitalization Project; Authorize the Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

CA34. **Sheriff's Office RES-2022-727**

Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation Boating Safety and Enforcement Program; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the County Auditor to Certify the Amount of Prior Year Vessel Taxes Received by the County (Subject to Approval as to Legal Form by County Counsel)

CA35. **Treasurer-Tax Collector-County Clerk RES-2022-728**

Rescind Resolution 2021-686; Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code

F. Board Recognitions

Danielle Bondshu made a statement regarding errors that occurred during agenda generation due to the current agenda management system. She apologized to the Board and public for any inconvenience it caused. She noted she is working on rectifying the issues.

1. **Board of Supervisors RES-2022-706**

Resolution and Tile Plaque Recognizing Keith Williams, Upon His Retirement as Treasurer – Tax Collector – County Clerk (Board Chair)

Chair Smallcombe introduced the item. Public comment was received from Danielle Bondshu, Pete Judy/Chief Probation Officer, Luis Mercado/Auditor, Jermey Briese/Sheriff, Vincent Kehoe/Assessor-Recorder, Leigh Westerlund, Tara Schiff, Joe Lynch, Walter Wall/District Attorney, Steve Engfer/Interim Planning Director, Rebecca Ramirez/Assistant Auditor, Sarah Jacobs/Assistant Treasurer, Dallin Kimble and Shari Fredenrich/Elected Treasurer and Tax Collector of the County of Orange all thanked Keith and wished him well in his retirement, it was noted many times how missed he will be.

Marvin Wells/Community Member, thanked Mr. Williams for all he has done for this county and also acknowledged Supervisor Long on his retirement.

Supervisors Forsythe and Long, and Chair Smallcombe thanked Mr. Williams for his dedication to this community and thanked him for training up incredible staff to keep the office going.

10:27 AM Chair Smallcombe recessed the board to participate in a reception to honor Mr. Williams.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

G. Departmental Presentation

10:49 AM Chair Smallcombe reconvened the board meeting.

Walter Wall informed the Board that on December 27th, he would leave the

Country for two weeks.

Dallin Kimble updated the Board on the Short-term rental study stating that seven Request for Qualifications (RFQ) were received, the administration department had elected to do interviews of the top two candidates, and a recommendation will be brought to the board.

MaryAnn Huff/ Northern Mariposa County Visitors Center thanked the Board and thanked them for stepping up for their district. She updated the Board on a rockslide that occurred on Highway 120 during the storm, and the visitors center assisted individuals with alternate routes to Yosemite National Park. She happily announced their Christmas Parade had roughly 200 people in attendance. Ms. Huff also noted the History Center received the grant they had been waiting on for the addition of a new building. She thanked Supervisor Long for his service and wished the Board a Merry Christmas and Happy New Year.

Jonathan Farrington/Executive Director of Tourism Bureau wished the Board happy holidays and noted they are pushing the holiday season for visitors as Badger pass is opening late in the season. He noted ahead of spring, international visitation is expected to be down. He congratulated Keith Williams and Supervisor Long on their retirement.

H. Public Comment on Non-Agenda Items

Mike Brusso/Bear Valley Resident, gave a quote from Hans Christen Anderson and then noted it needed to be rewritten due to social media and censorship. He continued by noting to the Board that taking opportunities, conserving money, and skin in the game is different for the government. He noted he is still trying to get to know politics and people in this community and is not qualified to accuse individuals of things. He ended by reminding the Board it is not their money they are spending.

Chair Smallcombe responded by addressing the skin in the game concept and noted her belief is most all employees think about the money as the residents, not their own.

I. Regular Agenda Items

1. **Building 2022-ORD-1181**

Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10 and 15.30 of the Mariposa County Code"

Debra Willis/Building Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

2. **Building 2022-ORD-1182**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Creating Section 15.14 of County Code to Provide an Expedited and Streamlined Permitting Process for Electric Vehicle Charging Stations"

Debra Willis gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

3. **District Attorney 2022-ORD-1183**

Waive the Second Reading and Adopt an Ordinance in Accordance with AB 481, Titled "An Ordinance Adopting the Mariposa County District Attorney's Office Military Equipment Use Policy"

Josh Keheley/District Attorney Investigator, gave the staff report.

Public comment was received by Mike Brusso, who noted he understands why it is being done but still disagrees with the militarization of local governments. He expressed that he hopes the annual meetings are provided by both the District Attorney and the Sheriff's Department. Mr. Brusso also noted that his other concern is the State and Federal Government drives this, and he believes the decisions should be made by the locals, not by the State and Federal Government.

Chair Smallcombe noted in response to Mr. Brusso that the County works through associations to get through to Sacramento to understand our rural realities. Mr. Keheley responded and noted this is in direct response to Assembly Bill 481 and assured the Board that the District Attorney's Office would bring the annual report to the Board but cannot speak for the Sheriff's Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

4. **HHS/Behavioral Health & Recovery Services RES-2022-729**

Adopt a Resolution and Approve an Agreement to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Kristina Allen/Division Director of Health Services gave the staff report who noted the hourly rate is reimbursed by Medi-Cal. No public comment.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

5. **HHS/Social Services RES-2022-730**

Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Child Abuse Prevention Council,

Mariposa County District Attorney's Office, and Valley Children's Hospital to Delineate the Conditions for the Child Death Review Team; and Authorize the Director of HHSA, the Sheriff, and the District Attorney to Sign the MOU

Julianne Sims/Division Director of Administration Health and Human Services Agency noted this is a collaborative agreement, the goal of which is to meet quarterly to discuss child death. No public comment. In response to a question from Supervisor Smallcombe, Ms. Sims noted they have created a confidentiality form so information that should not be released to the public remains confidential.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

6. **Administration (ID # 13468)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/Local Disaster Recovery Coordinator, noted in general, debris removal is moving along well. Some properties are in the process of re-scrapes while half of the properties have been signed off and returned to their owners. Dr. Sergienko also noted nearly 1600 hazard trees have been removed.

Erica Cabrera/Government Liaison for Pacific Gas and Electric (PG&E), noted there are a lot of individual issues. Ms. Cabrera noted PG&E representative Kesha Blew is working in the area and with Alliance in regard to re-service on a case by case basis.

Matt Leedy/PG&E noted they have dedicated program managers and noted Mr. Donnati is working through feedback and complaints. Mr. Leedy handed a business card to the Clerk of the Board with the below information.

Matt Leedy
Integrated Public Affairs - Major Projects
559-263-5013
Mobile: 559-517-7579
Email: matt.leedy@pge.com <mailto:matt.leedy@pge.com>

He wrote the following information on the back of the card.

Wildfire Wood Management
1-800-687-5720
wildfirewoodmanagement@pge.com <mailto:wildfirewoodmanagement@pge.com>

Other Veg. Management Questions
1-800-564-5080
treesafety@pge.com <mailto:treesafety@pge.com>

No public comment.

Board discussion ensued, in response to questions from Supervisor Forsythe and Chair Smallcombe, Mr. Leedy gave the information written on the back of his business card (above).

RESULT: INFORMATION RECEIVED

7. **Administration (ID # 13628)**

Discussion and Possible Direction Related to Funding for Prescribed Burning

Dallin Kimble gave the staff report noting the Board directed staff to come back with a list of items needed to redirect funding from the non-claimed funds from the Fire Safe Council to this project. Fadzayi Mashiri/Farm Advisor UC Extension noted that a Fire Advisor was recently hired and can use fire coordination to implement and lead the Prescribed Burn Association in low-risk burns to start with. No public comment. Board discussion ensued.

DIRECTION: County Counsel is to review what the risk and liabilities are to the County for a prescribed burn program, and Ms. Mashiri will look at what the risk and liabilities are for the UC Extension and bring this item back by the middle of January.

RESULT: DIRECTION GIVEN

J. Closed Session

12:23 AM Chair Smallcombe recessed the Board into closed session.

1. **Board of Supervisors (ID # 13626)**

CLOSED SESSION: Public Employee Performance Evaluation [Government Code Section 54954.5] -Building Director

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration (ID # 13633)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Interim County Librarian

No public comment.

RESULT: CLOSED SESSION HELD

K. 2:04 PM Reconvene

1. **Board of Supervisors RES-2022-707**

Resolution and Tile Plaque Recognizing Marshall Long, Upon His Retirement as District III Supervisor (Board Chair)

Chair Smallcombe introduced the item. Public comment was received by Luis Mercado, Joe Lynch, Sheriff Briese, Debbie Willis, Chief Judy, Monica Nielsen/Agricultural Commissioner, Steve Ward/Cal Fire/Mariposa County Fire Division Chief, Steve Engfer, Steven Dahlem, Leigh Westerlund, and Danielle Bondshu whom all expressed their thanks and congratulations to Supervisor Long.

Supervisor Forsythe and Chair Long thanked Supervisor Long and wished him well in retirement.

Chair Smallcombe presented Supervisor Long with a resolution and tile plaque. She also gave him a belt buckle, a gift from the other Supervisors as well as the County Counsel, County Administrative Officer, and the Clerk of the Boards Office.

2:31 PM recessed the board to participate in a reception in honor of Supervisor Long.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

2. **Health and Human Services (ID # 13596)**

Discussion and Direction Regarding the Possible Termination of a Shelter Crisis Local Emergency in Mariposa County

2:51 AM Chair Smallcombe reconvened the meeting.

Joe Lynch noted this is for discussion and direction and listed potential outcomes of terminating the local emergency. Mr. Lynch listed three possible directions the Board could give.

1) Terminate the local emergency; or
2) Set up a time to discuss this topic again; or
3) Do not discuss again and continue the local emergency.

Public comment was received by Kathy Delaney/Alliance Board of Directors who read Alison Tudor's statement, Wayne Eisenhart/Merced Resident, Adam McLane/Fire Case manager, and Jeanne Pine/Community Member, and Sheriff Briese whom all spoke in favor of continuing the local emergency and the pursuance of solutions.

Board discussion ensued. Supervisor Forsythe expressed his frustration with the situation. Supervisor Long expressed his like in Mr. Lynch's plan to come back in 90 days. Chair Smallcombe expressed her relief in hearing the other Board members do not want to terminate the local emergency, She noted it was easy to say 90 days to have a plan but knew it's not that simple. She encouraged Joe to come back when it was ready.

DIRECTION: Come back to the Board monthly for updates on the homelessness issue and start with the framework of how to proceed with partners.

RESULT: **DIRECTION GIVEN**

L. Board Information

Information received.

M. Items removed from Consent Agenda

1. **Public Works (ID # 13583)**

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State Fuel Flowage Fees for Cal Fire Helicopters During the Oak Fire ($82,000) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 1/10/2023 9:00 AM

2. **Administration/Community Development (ID # 13603)**

Approve the Request for Proposals (RFP) to Conduct a Resort Hotel/Conference Center Feasibility Study

RESULT: WITHDRAWN

Report Out

4:01 PM Chair Smallcombe reported that during closed session item one, information was received and Direction Given, and closed session item two, information received direction given.

N. Adjournment

4:01 PM Chair Smallcombe adjourned in memory of Holly Warner, Margaret Mary Meuse, Mary Ann Johnson, and Ronald Glen Smith.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-708

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Resolution for Teleconference Meeting of the BOS Per AB 361

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of the Mariposa County Board of Supervisors Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2020 Regarding an Outbreak of Respiratory Illness Due to a Novel Coronavirus (A Disease Now Known as Covid-19), and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Board of Supervisors for the Period December 20, 2022 to January 18, 2023 Pursuant to Brown Act Provisions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has not utilized this option.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may not have a sufficient Board to Approve 4/5ths Vote Required Actions.

FINANCIAL IMPACT:
There will be no financial impact.

ATTACHMENTS:
Resolution in accordance with AB 361 (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13657

Mariposa County
Board of Supervisors
Resolution No. 2022-

A Resolution of the Mariposa County Board of Supervisors Proclaiming a Local Emergency, Ratifying the Proclamation of the State of Emergency by the Governor of the State of California on March 4, 2020, regarding an Outbreak of Respiratory Illness Due to the Novel Coronavirus (A Disease Now Known as COVID-19), and Authorizing Remote Teleconference Meetings of the Board of Supervisors for the Period of DECEMBER 20 TO JANUARY 18, 2023, Pursuant to Brown Act Provisions

WHEREAS the Board of Supervisors is committed to preserving and nurturing public access and participation in its meetings; and

WHEREAS all meetings of Board of Supervisors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board of Supervisors conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the County of Mariposa ("County"), caused by natural, technological, or human-caused disasters; and

WHEREAS it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the County, specifically, COVID-19 has spread and is continuing to spread at rates that threaten the capacity of the health care system and the health of the community; and

WHEREAS in-person meetings that include members of the Board of Supervisors as well as members of the public would expose attendees to transmission of COVID-19 in ways that present imminent risks to health and safety; and

WHEREAS the Board of Supervisors does hereby find that community transmission of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the County that are likely to be beyond the control of services, personnel, equipment, and facilities of the County, and desires to proclaim a local emergency and ratify the proclamation of a state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Supervisors does hereby find that the Board of Supervisors shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board

Attachment: Resolution in accordance with AB 361 (RES-2022-708 : Resolution for Teleconference Meeting of the BOS Per AB 361)

of Supervisors shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS efforts are being made to ensure public access to the Board of Supervisors meetings, including providing public call-in numbers which are part of the meeting packet and public noticing materials.

NOW, THEREFORE, THE BOARD OF SUPERVISORS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board of Supervisors hereby proclaims that a local emergency now exists, and that meeting in-person as a committee and with members of the public in attendance would present an imminent risk to the transmission of COVID-19.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Board of Supervisors is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until January 18, 2023, or such time as Board of Supervisors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Supervisors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Supervisors this 20th day of December 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Resolution in accordance with AB 361 (RES-2022-708 : Resolution for Teleconference Meeting of the BOS Per AB 361)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-709

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-710

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

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

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

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

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

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

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13631

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-711

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

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

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

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

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

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

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

FINANCIAL IMPACT:
•

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
EXCUSED: Miles Menetrey

REF ID# 13630

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-712

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract Amendment with DLT for Oracle Software Licenses

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RECOMMENDATION AND JUSTIFICATION:

Approve an Amendment to Agreement with DLT a Licensed Reseller of Oracle Software Licenses; and Authorize Board of Supervisors Chair to Sign.

Mariposa County has owned Oracle licenses since May 15, 2020, and during that time Mariposa County's license usage has exceeded the licenses owned in a couple of modules. The attached contract modification addresses that disparity by adding licenses in two key areas - budgeting and expense management. DLT has worked with Oracle to waive all fees associated with the excess user license usage Mariposa County might otherwise have incurred as a result of this situation in the last 2.5 years.

This contract expires in May of 2023 and staff intend to competitively bid the renewal to hopefully reduce overall costs.

Staff recommends approval of this agreement amendment to keep the County moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 20-234: Approve Enterprise Resource Planning ERP Contract with Graviton Consulting and Oracle

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could request a modification to the contract or could not approve them, in which case the County would have to create workarounds to live within the user licenses currently owned as excesses will not be tolerated moving forward and will trigger penalty fees if not corrected.

FINANCIAL IMPACT:
An additional $36,840 will be charged to the general fund. The budget adjustment will be handled with balancing adjustments.

ATTACHMENTS:

DLT Quote (5092614) [Ref 1719017] (10) (PDF)
Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (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
EXCUSED: Miles Menetrey

A TECH DATA COMPANY

Price Quotation

Quote: 5092614
Reference: 1719017
Date: 12/09/2022
Expires: 12/23/2022

To: Leigh Westerlund
Mariposa County (CA)
5100 Bullion Street 2nd Floor
PO Box 784
Mariposa, CA 95338

Phone: (209) 742-4567
Fax:
Email: lwesterlund@mariposacounty.org

From: Sean Sexton
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 708-9156
Fax: (703) 708-9156
Email: sean.sexton@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	NOTE					
	This DLT quote 5092614 incorporates the Oracle Midterm Subscription Change Letter Exhibit.					
1	9891-32360519	B91074	OM	331	$108.69565	$35,978.26
	Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User Quantity reflects Hosted Named Users (50) multiplied by months (6.61).					
2	9891-316278	B86669	OM	7	$1,358.696	$9,510.87
	Cloud Priority Support for SaaS - Base Fee - Each, Monthly Priority Support for 6.61 Months					
3	9891-316277	B86668	OM	1	$3,593.97	$3,593.97
	Cloud Priority Support for SaaS - Each, Monthly					
4	9891-32360559	B91077	OM	1	$0.00	$0.00
	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service					
5	9891-6880	B90824	OM	265	$16.30435	$4,320.65
	Oracle Analytics Cloud - Professional - Subscription - Hosted Named User Per Month Quantity reflects Hosted Named Users (40) multiplied by months (6.61).					
6	9891-32360510	B91084	OM	6610	$4.94565	$32,690.75
	Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
7	9891-316277	B86668	OM	1	$3,177.07	$3,177.07
	Cloud Priority Support for SaaS - Each, Monthly					
8	9891-32360511	B91086	OM	6610	$4.94565	$32,690.75
	Oracle Fusion Procurement Cloud Service - Hosted Employee Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
9	9891-32360512	B91064	OM	6610	$3.53261	$23,350.55
	Oracle Fusion Supply Chain Execution Cloud Service - Hosted Employee Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
10	9891-319499	B86841	OM	6610	$0.28261	$1,868.05
	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
11	9891-316265	B85800	OM	6610	$2.11957	$14,010.36
	Fusion Human Capital Management Base Cloud Service - Hosted Employee, Monthly Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					

DLT CONFIDENTIAL

Attachment: DLT Quote (5092614) [Ref 1719017] (10) (RES-2022-712 : Approve Contract Amendment with DLT for Oracle Software Licenses)

DLT
A TECH DATA COMPANY

Price Quotation

Quote: 5092614
Reference: 1719017
Date: 12/09/2022
Expires: 12/23/2022

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
12	9891-316277	B86668	OM	1	$9,063.99	$9,063.99
	Cloud Priority Support for SaaS - Each, Monthly					
13	9891-316266	B86334	OM	6610	$0.98913	$6,538.15
	Fusion Payroll Cloud Service for United States - Hosted Employee, Monthly Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
14	9891-240539	B75365	OM	6610	$0.42391	$2,802.05
	Fusion Time and Labor Cloud Service - Hosted Named User, Monthly Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
15	9891-311103	B84490	OM	7	$883.1522	$6,182.07
	Additional Test Environment for Oracle Fusion Cloud Service - Each, Annual Quantity reflects Hosted Environment (1) multiplied by months (6.61).					
16	9891-32360514	B91066	OM	6610	$1.27174	$8,406.20
	Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User, Monthly Quantity reflects Hosted Named Employees (1000) multiplied by months (6.61).					
	NOTE					
	Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Services acquired under this order will not auto-renew You shall have an option to renew your subscription for the same services listed in this order at the same usage limits for two (2) additional 12-month renewal periods, each "Option Year" for additional fees to be determined by the Oracle authorized partner. Professional Services are not included in the Option Years. Option Year One (commencing the day after the last day of the Services Period specified on this order): $[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.04 Option Year Two: $[Total 12 -month annualized Cloud Services fees for Option Year One] x 1.04 You must provide the Oracle authorized partner a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order."					

Total $194,183.74

Attachment: DLT Quote (5092614) [Ref 1719017] (10) (RES-2022-712 : Approve Contract Amendment with DLT for Oracle Software Licenses)

A TECH DATA COMPANY

Price Quotation

Quote: 5092614
Reference: 1719017
Date: 12/09/2022
Expires: 12/23/2022

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES. THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

Attachment: DLT Quote (5092614) [Ref 1719017] (10) (RES-2022-712 : Approve Contract Amendment with DLT for Oracle Software Licenses)

Attachment: Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (RES-2022-712 : Approve Contract Amendment with DLT for

Midterm Subscription Change Details:

Current Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**		**Order Number**	**Subscription ID**
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	20	05/20/2020	05/18/2023		9414197	7805009
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	1	05/20/2020	05/18/2023		9414197	7805009
B86668 - Oracle Cloud Priority Support for SaaS	1	05/20/2020	05/18/2023		9414197	7805009
B90824 - Oracle Analytics Cloud - Professional - Subscription - Hosted Named User Per Month	40	06/01/2020	05/18/2023		9414197	7805010
B73948 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted 1K Records	10	05/19/2020	05/18/2023		9414197	7829324
B91057 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Named User	10	05/19/2020	05/18/2023		9414197	7829324
B91079 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User	45	05/19/2020	05/18/2023		9414197	7829324
B91082 - Oracle Fusion Procurement Cloud Service - Hosted Named User	45	05/19/2020	05/18/2023		9414197	7829324
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	100	05/19/2020	05/18/2023		9414197	7829324
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	100	05/19/2020	05/18/2023		9414197	7829324
B86668 - Oracle Cloud Priority Support for SaaS	1	05/19/2020	05/18/2023		9414197	7829324
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	05/19/2020	05/18/2023		9414197	7829324
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	05/19/2020	05/18/2023		9414197	7833319
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	05/19/2020	05/18/2023		9414197	7833319
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	05/19/2020	05/18/2023		9414197	7833319
B91066 - Oracle Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User	1000	05/19/2020	05/18/2023		9414197	7833319
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	05/19/2020	05/18/2023		9414197	7833319
B86668 - Oracle Cloud Priority Support for SaaS	1	05/19/2020	05/18/2023		9414197	7833319

Services to be Replaced & Superseded						
Cloud Services	**Quantity**	**Start Date**	**End Date**		**Order Number**	**Subscription ID**
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	20	05/20/2020	To be replaced		9414197	7805009
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	1	05/20/2020	To be replaced		9414197	7805009
B86668 - Oracle Cloud Priority Support for SaaS	1	05/20/2020	To be replaced		9414197	7805009
B90824 - Oracle Analytics Cloud - Professional - Subscription - Hosted Named User Per Month	40	06/01/2020	To be replaced		9414197	7805010
B73948 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted 1K Records	10	05/19/2020	To be replaced		9414197	7829324
B91057 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Named User	10	05/19/2020	To be replaced		9414197	7829324
B91079 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User	45	05/19/2020	To be replaced		9414197	7829324
B91082 - Oracle Fusion Procurement Cloud Service - Hosted Named User	45	05/19/2020	To be replaced		9414197	7829324
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	100	05/19/2020	To be replaced		9414197	7829324
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	100	05/19/2020	To be replaced		9414197	7829324
B86668 - Oracle Cloud Priority Support for SaaS	1	05/19/2020	To be replaced		9414197	7829324
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	05/19/2020	To be replaced		9414197	7829324
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	05/19/2020	To be replaced		9414197	7833319
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	05/19/2020	To be replaced		9414197	7833319
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	05/19/2020	To be replaced		9414197	7833319
B91066 - Oracle Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User	1000	05/19/2020	To be replaced		9414197	7833319
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	05/19/2020	To be replaced		9414197	7833319
B86668 - Oracle Cloud Priority Support for SaaS	1	05/19/2020	To be replaced		9414197	7833319

Attachment: Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (RES-2022-712 : Approve Contract Amendment with DLT for

New Services to be Added						
Cloud Services	**Quantity**	**Start Date**	**End Date**		**Order Number**	**Subscription ID**
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	05/18/2023		New	7805009
B91084 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B91086 - Oracle Fusion Procurement Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B91064 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B86841 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324

Go Forward Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**		**Order Number**	**Subscription ID**
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	50	Upon access	05/18/2023		New	7805009
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	05/18/2023		New	7805009
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	1	Upon access	05/18/2023		New	7805009
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	05/18/2023		New	7805009
B90824 - Oracle Analytics Cloud - Professional - Subscription - Hosted Named User Per Month	40	Upon access	05/18/2023		New	7805010
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	05/18/2023		New	7829324
B91084 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B91086 - Oracle Fusion Procurement Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B91064 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B86841 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7829324
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	Upon access	05/18/2023		New	7833319
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	05/18/2023		New	7833319
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	Upon access	05/18/2023		New	7833319

Go Forward Subscription(s)						
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	Upon access	05/18/2023		New	7833319
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	Upon access	05/18/2023		New	7833319
B91066 - Oracle Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User	1000	Upon access	05/18/2023		New	7833319

Attachment: Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (RES-2022-712 : Approve Contract Amendment with DLT for

ORACLE

Midterm Subscription Change Letter Exhibit

Whereas:

- Oracle America, Inc. ("Oracle") has entered into a Cloud Services order with DLT Solutions LLC to distribute certain Cloud Se es to MARIPOSA COUNTY ("You') dated_____(the "Cloud Services order");

- Oracle and You agree DLT Solutions LLC may place the Cloud Services order to supersede the Previous Services Agreement (d ed below) and the Previous Services (defined below) for the below referenced order in accordance with the terms of this M m Subscription Change Letter Exhibit.

Definitions:

Services Environment ("Services Environment") means the Oracle provisioned environment You access with Your confidential log in credentials provided by Oracle to access and use the Cloud Services ordered.

You agree to the following terms and conditions which are applicable to superseding the order for Your Services Environment pursuant t Cloud Services order placed with DLT Solutions LLC:

You acknowledge that the Partner has informed you that the Cloud Services order between Oracle and DLT Solutions LLC terminates an supersedes the following order(s) between Oracle and DLT Solutions LLC, DLT Solutions LLC, CPQ-1389108, 15-May-2020, including amendments thereto (collectively, the "Previous Services Agreement"), under which DLT Solutions LLC acquired Oracle Services for distribution to You ("Previous Services"). You agree that as a result of such termination, the Previous Services which are associated with # 22993827 will be terminated as of the Cloud Services Start Date associated with the Cloud Services order referenced above.

Customer/End User Name:	MARIPOSA COUNTY
Customer/End User Contact Name:	Leigh Westerlund
Customer Contact Telephone:	1-209-966-7606
Customer Contact E-mail:	lwesterlund@mariposacounty.org
CSI# of Cloud Services Order(if applicable)	22993827

Attachment: Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (RES-2022-712 : Approve Contract Amendment with DLT for

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	Len Winter DLT
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Midterm Subscription Change Letter Exhibit (to be signed_Mariposa) (RES-2022-712 : Approve Contract Amendment with DLT for

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-713

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: County Librarian Appointment

RECOMMENDATION AND JUSTIFICATION:
Appoint Mr. Matt Johnson as the County Librarian Effective January 1, 2023, at an Annual Salary of $85,610.61; and Authorize Increases in Salary Contingent on Educational Progress and Achievement.

Former County Librarian Janet Chase-Williams retired earlier this year after three decades of service to the community. After extensive interviews and discussions on this matter, the Board has directed staff to present Mr. Matt Johnson for appointment as county librarian effective January 1, 2023.

This appointment is the result of three recruiting rounds that resulted in eleven applications and four interviews over a period of about seven months. After no qualified applications were received in the first round, the board amended the job description to allow for candidates who did not yet have a master of library and information science (MLIS) degree provided the degree could be obtained within the first three years of employment.

The current salary established for the county librarian position is $105,610.61. Because Mr. Johnson does not yet have his MLIS degree, staff is recommending a starting salary that is twenty thousand dollars ($20,000) less than the established salary. A similar arrangement was made with Ms. Chase-Williams, who did not have an MLIS degree when she was first appointed, and with other staff hired under similar circumstances.

The established salary will continue to be tracked and amended as market studies or cost of living adjustments may apply. This recommendation includes parallel adjustments to Mr. Johnson's pay to maintain a difference of twenty thousand dollars ($20,000) below the established salary.

It is further recommended that Mr. Johnson's salary be amended to ten thousand dollars ($10,000) less than the established salary upon completion of half of the credits necessary to obtain the MLIS degree. The exact number of credits will depend on the program where he is enrolled.

Likewise, it is recommended that Mr. Johnson receive the established salary, as it may be amended over time, upon verified completion of his MLIS degree. As previously noted, this is consistent with past practice in the library and with other department

heads.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board appointed County Administrative Officer Dallin Kimble to serve as interim librarian effective June 7, 2022, with Resolution 2022-395. Consistent with County policy and practice, this item included a temporary pay differential of ten percent (10%) that will no longer be paid to Mr. Kimble upon the appointment of a permanent county librarian.

On July 12, 2022, the board amended the county librarian job description as noted above with Resolution 2022-421. The amendments also allowed for a more flexible combination of education and experience to be considered qualifying.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the appointment. Staff will need direction on how to proceed.

FINANCIAL IMPACT:
Sufficient funds are included in the human resources budget

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
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-714

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approval of a Micro Enterprise Grant Application

RECOMMENDATION AND JUSTIFICATION:
Approve a Micro Grant for Okie Dokie Retail Store in the Amount of $10,000 ; and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on December 6, 2022, staff is seeking approval of a Micro Enterprise grant application received from Okie Dokie. The Board directed staff to submit a request for approval of a $10,000 grant.

Okie Dokie is a startup business showcasing local craftsmanship, including handmade home goods, accessories and gifts that are sourced sustainably and mostly from local raw materials and are all made in-house by the owners. This business will be both an e-commerce platform and brick & mortar shop. The business is asking for a $10,000 grant to support operating capital.

Okie Dokie was impacted by the Oak Fire. The lumber mill that provided wood to the business was completely destroyed by the fire and all of the wood the business required for product creation was burned. The fire interrupted the store's opening timeline, pushing it back six months while the owners searched out a new source for local raw materials. The owners are paying rent on the leased store front while they wait to open.

Rather than a forgivable loan, Okie Dokie is requesting a $10,000 grant. The Micro Enterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 8, 2022 - The Board of Supervisors discussed the options for Lemon Drop's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving

the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the business not being able to expand as planned.

FINANCIAL IMPACT:
The County received a $250,000 CDBG grant to fund the micro enterprise loan program.

ATTACHMENTS:
draft_okie dokie award letter (DOC)

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
EXCUSED: Miles Menetrey

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

December 20, 2022

Derek Heule
Okie Dokie
5022 Highway 140 #4998A
Mariposa CA 95338

Dear Mr. Heule,

RE: Micro Enterprise Grant Award

As a result of a Community Development Block Grant (CDBG) from the California Department of Housing and Community Development, Mariposa County is pleased to offer a Micro Enterprise Loan Program. As part of the loan program, there is a component that allows $10,000 grants to approved applicants.

In July 2022, Governor Newsom approved a proclamation declaring a State of Emergency in Mariposa County due to the Oak Fire. These funds are being used for economic recovery, with priority given to businesses impacted by the Oak Fire. Mariposa County understands that Okie Dokie lost its lumber supply chain when it was destroyed by the fire and the loss of the supplier directly affected the new business and delayed opening for more than six months.

On Tuesday, December 6, 2022, the Mariposa County Board of Supervisors directed staff to prepare an item to approve a $10,000 micro enterprise grant to Okie Dokie retail store. This letter constitutes notice of the award of Mariposa County Micro Enterprise funds. Upon final approval by the Board of Supervisors, staff will set up an online Supplier Account with Mariposa County. This will allow you to receive your grant funding by direct deposit.

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help your business continue to survive this difficult time and thrive into the future.

For further information, please contact Tara G. Schiff, economic development specialist, tschiff@mariposacounty.org or (209)742-1214. Mariposa County looks forward to working with you to promote the future success of your business.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Attachment: draft_okie dokie award letter (RES-2022-714 : Approval of a Micro Enterprise Grant Application)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-715

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Mountain Fitness Business Assistance Loan Application

RECOMMENDATION AND JUSTIFICATION:

Approve a Business Assistance Loan in the Amount of $250,000 for Mountain Fitness, LLC at 2% Interest with a 20 Year Term and Loan Review After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on December 6, 2022, staff is seeking approval of a Business Assistance loan application received from Mountain Fitness, LLC. The Board directed staff to submit a request for approval of a $250,000 loan with a 20 year term at a 2% interest rate.

In addition, the Board requested review of the loan in one year.

Mountain Fitness is a local gym and fitness center that has been operating in Mariposa for more than 20 years. The business faced the possibility of losing their building if they did not purchase it. With the additional space and flexibility of owning the building, the owner would like to expand to offer a gym with climbing equipment. The business is asking for a $250,000 loan to support their new operations.

Mountain Fitness was affected by the Oak Fire after years of struggling through the effects of the Novel Coronavirus pandemic. After the Oak Fire destroyed 167 homes, Mountain Fitness lost 67 memberships, which affected the gross revenue. The expansion of a climbing gym, which will expand the target market to climbing enthusiasts and visitors to Yosemite National Park, will help recoup the revenue loss from the 67 lost memberships, and increase revenue in the future.

Mountain Fitness requested a business assistance loan for $250,000. The owner is contributing $150,000 of personal funds toward the purchase of a commercial building.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

December 6, 2022 - The Board of Supervisors discussed the options for Mountain Fitness' loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and micro enterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the business not expanding as planned.

FINANCIAL IMPACT:
The County was awarded a $500,000 CDBG grant that will fund the loan.

ATTACHMENTS:
Mountain Fitness LLC Conditional Letter of Financing 12.20.2022 (002) (DOC)

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
EXCUSED: Miles Menetrey

Attachment: Mountain Fitness LLC Conditional Letter of Financing 12.20.2022 (002) (RES-2022-715 : Mountain Fitness Business Assistance

December 20, 2022

Mountain Fitness, LLC
Attn: Jennifer Kiser
5041 Highway 140
Mariposa, CA 95338

RE: Approval of Real Estate Loan

COUNTY OF MARIPOSA (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

BORROWER:	Mountain Fitness, LLC 5041 Highway 140 Mariposa, CA 95338
CO-BORROWER:	Jennifer Kiser
LOAN	**CDBG loan**
LOAN AMOUNT:	$250,000.00 (Two Hundred Fifty Thousand and No/100 Dollars)
INTEREST RATE:	2% Fixed

PAYMENT TERMS & INTEREST:
Fully amortized on a twenty (20) year term. Estimated payment of (180) monthly payments of principal and interest of approximately $1,264.71 (One Thousand Two Hundred Sixty Four and 71/Dollars) beginning February 1, 2023, and continuing to loan maturity. Payment due on the first day of each month. Net = 30 days.

USE OF PROCEEDS: To purchase commercial building located at -5041 Highway 140, Mariposa, CA 95338

FEES:	Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA.
COLLATERAL:	Borrower must pledge a Deed of Trust on the commercial building located at 5041 Highway 140, Mariposa, CA 95338 in a first lien position as evidenced by a title policy with a reputable title

company. ~~Borrower must pledge all business assets as evidenced by a first lien position recorded with the Secretary of State with a UCC-1 Financing Statement and Security Agreement.~~

SPECIAL CONDITIONS: ~~Borrower agrees to comply with the following:~~

~~a. Borrower to provide an annual business and personal financial statement within 90 days of the end of each fiscal year end. Business financial statements to include a current income statements and balance sheet.~~

~~b. Borrower to provide business tax returns by April 30th of each year.~~

~~c.~~a. MARIPOSA has obtained an appraisal of the property located at 5041 Highway 140, Mariposa, CA 95338 to determine the market value of real property. Borrower has paid all fees associated with obtaining the appraisal.

LOAN DOCUMENTS: Borrower shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.
2. Environmental indemnity: The borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
   a. Insurance on the real property located 5041 Highway 140, Mariposa, CA 95338; against such hazards, in such amounts and with such companies as the MARIPOSA may require. Insurance policies shall contain an additional mortgagee clause naming the MARIPOSA in a manner satisfactory to the MARIPOSA.
4. A copy of the Articles of Organization and Operating Agreement for Mountain Fitness, LLC.
5. A corporate resolution to borrow $250,000 and executed by the managing member, Jennifer Kiser.
6. A listing of the current Officers and California Driver's License (CDL) of all individual(s).
7. Any other documents as may be required by MARIPOSA.
8. Other Fees: MARIPOSA shall pay for all costs and expenses incurred in connection with the loans, including all recording fees.
9. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
10. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
    ~~a. Borrower's failure to comply with any of the terms of this commitment,~~

Attachment: Mountain Fitness LLC Conditional Letter of Financing 12.20.2022 (002) (RES-2022-715 : Mountain Fitness Business Assistance

b. ~~disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the borrower,~~
c. ~~failure of the Borrower to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and~~
a. if ~~all CDBG requirements are not met or~~ Borrower produced insufficient documentation regarding income for targeted income group verification~~, MARIPOSA has the right to call the note.~~
b. Failure to comply with CDBG regulations.
~~—~~Failure to make consistent monthly payments.

11. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
12. This commitment is based upon the information provided by Borrower and submitted to MARIPOSA in connection with Borrower's loan application.
13. This commitment shall be governed and construed in accordance with the laws of the State of California.
14. Closing: In the event the loan does not close on or prior to February 1, 2023, the commitment will lapse.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. ~~In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.~~

Sincerely,

Name of Authorized Signer
County of Mariposa, Chief Administrative Officer

ACCEPTANCE:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

Mountain Fitness, LLC

_____ Date:_____
Jennifer Kiser, Managing Member

Attachment: Mountain Fitness LLC Conditional Letter of Financing 12.20.2022 (002) (RES-2022-715 : Mountain Fitness Business Assistance

Co-Borrower

_____ Date:_____

Jennifer Kiser

Attachment: Mountain Fitness LLC Conditional Letter of Financing 12.20.2022 (002) (RES-2022-715 : Mountain Fitness Business Assistance

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-716

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approval of a Micro Enterprise Loan Application

RECOMMENDATION AND JUSTIFICATION:
Approve Micro Enterprise Loan for the Lemon Drop Retail Store in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan documents; Authorize the Board of Supervisors Chair to sign the Documents (Subject to approval as to legal form by County Counsel); and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on November 8, 2022, staff is seeking approval of a Micro Enterprise loan application received from The Lemon Drop. The Board directed staff to submit a request for approval of a $50,000 loan with a 10 year term at a 2% interest rate.

In addition, the Board requested review of the loan in one year for possible forgiveness. Forgiveness will be evaluated on the consistency of payments, as well as the viability of the business.

The Lemon Drop is a beverage cafe/retail store that sells specialty drinks (custom-flavored lemonade, boba tea, horchata and more), small food items and also has a boutique retail store. Established in 2019, The Lemon Drop survived the impacts of Covid-19 and has been very successful. Their target market is primarily high school students with additional revenue generated from visitors to Yosemite National Park.

As indicated in the attached report from the underwriter, The Lemon Drop plans to use the $50,000 to purchase a food truck that can service local and out-of-county festivals and other events.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 8, 2022 - The Board of Supervisors discussed the options for Lemon Drop's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving

the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the business not being able to expand as planned.

FINANCIAL IMPACT:
The County received a $250,000 CDBG grant to fund the micro enterprise loan program.

ATTACHMENTS:
Miguel Garcia, Jr. dba The Lemon Drop Conditional Letter of Financing 12.20.2022 (DOC)

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
EXCUSED: Miles Menetrey

Attachment: Miguel Garcia, Jr. dba The Lemon Drop Conditional Letter of Financing 12.20.2022 (RES-2022-716 : Approval of a Micro Enterprise

December 20, 2022

The Lemon Drop
Miguel and Sarah Garcia
4998 B 7th Street
Mariposa, CA 95338

RE: Approval of Purchase Food Trailer, Purchase of Equipment and Working Capital

COUNTY OF MARIPOSA (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

BORROWER:	Miguel Garcia, Jr. dba The Lemon Drop 4998 B 7th Street Mariposa, CA 95338
LOAN	**CDBG loan**
LOAN AMOUNT:	$50,000.00 (Fifty Thousand and No/100 Dollars)
INTEREST RATE:	2% Fixed

PAYMENT TERMS & INTEREST:
Fully amortized on a ten (10) year term. Estimated payment of (120) monthly payments of principal and interest of approximately $460.00 (Four Hundred Sixty and No/100 Dollars) beginning February 1, 2023, and continuing to loan maturity. Payments to be made on the first day of each month. Net = 30 days.

USE OF PROCEEDS: To purchase a food trailer, equipment and working capital

FEES:	Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA.
COLLATERAL:	Borrower must pledge all business assets, as evidenced by a first lien position recorded with the Secretary of State with a UCC-1 Financing Statement and Security Agreement.

SPECIAL CONDITIONS: ~~Borrower agrees to comply with the following:~~

~~c. Borrower to provide an annual business financial statement within 90 days of the end of each fiscal year end. Business financial statements to include a current income statement and balance sheet.~~

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~~d. Borrower to provide business tax returns by April 30th of each year.~~

~~e.~~ Lender will review loan for possible forgiveness after one full year of payments.

LOAN DOCUMENTS: Borrower shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.
2. Environmental indemnity: The borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
   a. Insurance on the food truck; against such hazards, in such amounts and with such companies as MARIPOSA may require. Insurance policies shall contain a loss payee clause naming MARIPOSA in a manner satisfactory to MARIPOSA.
4. A copy of Fictitious Name Statement and Business License.
5. A listing of the current owner(s) of the business and a current California Driver's License (CDL) of all individual(s).
6. Any other documents as may be required by MARIPOSA.
7. Other Fees: MARIPOSA shall pay for all cost and expenses incurred in connection with the loans, including all recording fees.
8. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
9. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
   ~~Borrower's failure to comply with any of the terms of this commitment,~~
   ~~disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the borrower,~~
   ~~failure of the Borrower to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and~~
   a. if ~~all CDBG requirements are not met or~~ Borrower produced insufficient documentation regarding income for targeted income group verification~~, MARIPOSA has the right to call the note.~~
   b. Failure to comply with CDBG regulations.
   c. Failure to make consistent monthly payments.

Attachment: Miguel Garcia, Jr. dba The Lemon Drop Conditional Letter of Financing 12.20.2022 (RES-2022-716 : Approval of a Micro Enterprise

10. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
11. This commitment is based upon the information provided by Borrower and submitted to MARIPOSA in connection with Borrower's loan application.
12. This commitment shall be governed and construed in accordance with the laws of the State of California.
13. Closing: In the event the loan does not close on or prior to February 1, 2023, the commitment will lapse.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. ~~In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.~~

Sincerely,

Name of Authorized Signer
County of Mariposa, Chief Administrative Officer

ACCEPTANCE:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

Miguel & Sarah Garcia dba The Lemon Drop

_____ Date:_____
Miguel Garcia, Jr.

_____
Sarah Garcia

Attachment: Miguel Garcia, Jr. dba The Lemon Drop Conditional Letter of Financing 12.20.2022 (RES-2022-716 : Approval of a Micro Enterprise

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-717

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approval of a Business Assistance Loan Application

RECOMMENDATION AND JUSTIFICATION:

Approve Business Assistance Loan in the Amount of $100,000 for Where the Wild Things Play Preschool at 2% Interest with a 15 Year Term and Possible Forgiveness After One Year of Payments; Approve Loan documents; Authorize the Board of Supervisors Chair to sign the Documents (Subject to approval as to legal form by County Counsel); and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on November 8, 2022, staff is seeking approval of a Business Assistance loan application received from Where the Wild Things Play Preschool and Childcare. The Board directed staff to submit a request for approval of a $100,000 loan with a 15 year term at a 2% interest rate.

In addition, the Board requested review of the loan in one year for possible forgiveness. Forgiveness will be evaluated on the consistency of payments, as well as the viability of the business.

Where the Wild Things Play is a local preschool and childcare business that was previously located at the Darrah School. The school quickly relocated to their current location in the town of Mariposa after they were evacuated from the Oak Fire.

Where the Wild Things Play has requested a $100,000 loan. The allocation of loan funds are as follows:
Solar Panels: $41,182
Fire system upgrade to code: $30,000
Operating funds: $28,818

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 8, 2022 - The Board of Supervisors discussed the options for Where the Wild Things Play's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and micro enterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the business not expanding as planned.

FINANCIAL IMPACT:
The County was awarded a $500,000 CDBG grant that will fund the loan.

ATTACHMENTS:
Letter from Applicant (PDF)
Where The Wild Things Play Preschool LLC Conditional Letter of Financing 12.20.2022 (DOC)

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
EXCUSED: Miles Menetrey

Where the Wild Things Play Preschool
5114 Bullion Street
Mariposa, CA 95338
209-742-9453

Mariposa County
Board of Supervisors
5100 Bullion Street, Mariposa, CA 95338

RE: Forgiveness of disaster loan

Dear Board of Supervisors,

Thank you very much for considering our application of forgiveness for the disaster loan we applied for. When we initially applied for this business loan last March, it was just that, an application for a business loan. We had intended to use a portion of the proceeds to remodel and retrofit business property in town and grow our childcare center to serve more students from our community. We loved teaching from the historic Darrah School house, but it simply wasn't large enough to accommodate the number of children that needed childcare in our community. We were turning families away daily and were getting calls frequently requesting care for age groups we didn't serve. Our move from Darrah Road to Bullion Street was to allow us to add a much-needed infant center and after-school care to our growing preschool. We learned very quickly that there was an unmet need for childcare in Mariposa County and without it, the workforce was suffering. Parents weren't able to work when care wasn't available. It was perpetuating a cycle of helplessness. Our intent was to continue serving students at Darrah while we opened the Bullion Street location and gradually transition all students to town over time. We were in the process of making renovations to the Bullion Street building when the Oak Fire broke out and we had to evacuate the Darrah School. We were never able to return. The fire literally marched up to the back door of the building and the edge of the playground where firefighters were able to put it out. I'm sure you are aware, but that location was hit very hard, and the intersection at Darrah Rd and Triangle Rd was not open for several weeks. The Darrah School parking lot became a fire camp for first responders, and heavy machinery was staged there for many weeks after. Firefighters were putting out hot spots behind the school for almost 9 days after the initial fire had passed. We clearly were not able to get back into the school to have class and lost significant revenue during that time. We temporarily laid off staff until

Attachment: Letter from Applicant (RES-2022-717 : Approval of a Business Assistance Loan Application)

Where the Wild Things Play Preschool
5114 Bullion Street
Mariposa, CA 95338
209-742-9453

we could re-open our doors to students which is something I never wanted to do. It became imperative from that point that we get the Bullion Street campus open for families and get our staff back to work. We pushed hard to build a playground in record time and at great expense, finished our renovations, got licensed and opened our doors to students August 15th. By having to complete these Licensing requirements by the opening, we depleted our available personal and business resources and resorted to utilizing borrowed funds and credit cards, also something we never wanted to do but was necessary to meet the strict time restraints.

We had been advertising our expansion, move to town, and creating a waiting list of students. Once our doors finally opened, roughly 25% of our waiting list declined enrollment due to fire related reasons, some due to home loss, others due to job loss, some simply moved out of the area due to fear of fire. This also created a financial hardship for us since we staffed for the number of anticipated students and paid our staff regardless of enrollment. At capacity we will be able to serve 124 students ranging in age from 6 weeks to 12 years and will provide 18 jobs in the downtown area. All 7 of our current staff are Mariposa locals and I hope to continue that trend. One application I received today was from a person who lost their home to the Oak Fire. She expressed her desire to work in and environment "that brings joy" and "where she can make a difference even in dark times." I hope to be able to offer her employment soon. Continuing to give back to this community is incredibly important to me. We're excited to bring this to Mariposa.

We've been open at Bullion Street now for about 2 months. Our enrollment is growing steadily, and our revenue is trending in the right direction again.

WTWTP is humbly asking for this Board's support by forgiving this loan which helps us to hire additional staff at a living wage, upgrade our fire system to increase student safety and meet County Fire Code Requirements, provide operating capital, as well as pour back into our program and community. Our intent is to use funding immediately to grow our staff with highly trained early childhood educators who provide

Attachment: Letter from Applicant (RES-2022-717 : Approval of a Business Assistance Loan Application)

Where the Wild Things Play Preschool
5114 Bullion Street
Mariposa, CA 95338
209-742-9453

care and early education to our County's youngest students. This year we have started a tuition reimbursement program to assist staff in achieving the required education if they desire. This is not only good for our children, but for the community as well when we can continue to create jobs. Loan forgiveness for a small business like mine lifts one additional weight off that was placed on it with the Oak Fire impacts we all faced directly on the heels of COVID closures and mitigation measures that shuttered many businesses. Forgiveness will allow my business to continue to grow in this community and give back to it in a meaningful way.

Our goal has always been to offer a safe place for children to grow and learn. Forgiving this loan helps us build a better program for the children of this community so we can put those resources back into the teachers, the students, and the school without additional burdens or stress.

Thank you very much for your consideration.

Sincerely,

Lori Dixon, Owner

Attachment: Letter from Applicant (RES-2022-717 : Approval of a Business Assistance Loan Application)

December 20, 2022

Where The Wild Things Play Preschool, LLC
Attn: Lori Dixon
5114 Bullion
Mariposa, CA 95338

RE: Approval of Purchase of furniture, fixtures and equipment & operating capital

MARIPOSA COUNTY (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

BORROWER:	Where The Wild Things Play Preschool, LLC 5114 Bullion St. Mariposa, CA 95338
CO-BORROWER:	Lori Dixon
LOAN	**CDBG loan**
LOAN AMOUNT:	$100,000.00 (One Hundred Thousand and No/100 Dollars)
INTEREST RATE:	2% Fixed

PAYMENT TERMS & INTEREST:
Fully amortized on a fifteen (15) year term. Estimated payment of (180) monthly payments of principal and interest of approximately $644.00 (Six Hundred Forty-four and No/100 Dollars) beginning February 1, 2023, and continuing to loan maturity. Payable on the first day of each month, terms =net 30.

USE OF PROCEEDS: To purchase commercial building, equipment and working capital

FEES:	Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA.
COLLATERAL:	Borrower must pledge all business assets (business name, receivables, furniture, fixtures and equipment), as evidenced by a first lien position recorded with the Secretary of State with a UCC-1 Financing Statement and Security Agreement.

SPECIAL CONDITIONS: ~~Borrower agrees to comply with the following:~~

~~c. Borrower to provide an annual business and personal financial statement within 90 days of the end of each fiscal year end. Business financial statements to include income statements and balance sheet.~~

~~d. Borrower to provide business tax returns by April 30th of each year.~~

~~e.~~ Lender will review loan for possible forgiveness after one full year of payments.

Formatted: No bullets or numbering

LOAN DOCUMENTS: Borrower shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.
2. Environmental indemnity: The borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
   a. Insurance on the real property located 5114 Boullion, Mariposa, CA 95338; against such hazards, in such amounts and with such companies as the MARIPOSA may require. Insurance policies shall contain an additional mortgagee clause naming the MARIPOSA in a manner satisfactory to the MARIPOSA.
4. A copy of the Articles of Organization and Operating Agreement for Where The Wild Things Play Preschool, LLC.
5. A corporate resolution to borrow $100,000 executed by the managing member Lori Dixon.
6. A listing of the current Officers and California Driver's License (CDL) of all individual(s).
7. Any other documents as may be required by MARIPOSA.
8. Other Fees: MARIPOSA shall pay for all cost and expenses incurred in connection with the loans, including all recording fees.
9. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
10. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
    ~~a. Borrower's failure to comply with any of the terms of this commitment,~~
    ~~b. disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the borrower,~~
    ~~c. failure of the Borrower to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and~~

Attachment: Where The Wild Things Play Preschool LLC Conditional Letter of Financing 12.20.2022 (RES-2022-717 : Approval of a Business

a. if ~~all CDBG requirements are not met or~~ Borrower produced insufficient documentation regarding income for targeted income group verification~~, MARIPOSA has the right to call the note.~~
b. Failure to comply with CDBG regulations.
~~d.~~c. Failure to make consistent monthly payments.

11. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
12. This commitment is based upon the information provided by Borrower and submitted to MARIPOSA in connection with Borrower's loan application.
13. This commitment shall be governed and construed in accordance with the laws of the State of California.
14. Closing: In the event the loan does not close on or prior to February 1, 2023, the commitment will lapse.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. ~~In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.~~

Sincerely,

Name of Authorized Signer
County of Mariposa, Chief Administrative Officer

ACCEPTANCE:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

Where The Wild Thing Play Preschool, LLC

_____ Date:_____
Lori Dixon, Managing Member

Co-Borrower:

_____ Date:_____
Lori Dixon

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-718

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Employee Service Recognition for 2022

RECOMMENDATION AND JUSTIFICATION:
Recognize Mariposa County employees for their years of service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
As part of the Board-approved County-wide Employee Recognition Program, known as the BRAVO! Awards Program, staff is presenting the Board with a list of current County employees who have reached five-year longevity milestones in 2022. This list will also be placed on the County's website and in the local newspaper.

The County applauds these employees for their dedication to Mariposa County and to serving the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Take no action and miss the chance to commend employees.

ATTACHMENTS:
Employee Recognition 2022 (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
EXCUSED: Miles Menetrey

REF ID# 13592

Employee Recognition 2022

Name	Department
25 Years	
Rebecca Maietto	HHSA
20 Years	
Janet Gass	HHSA
Sher're Hendricks	SO
Kathleena Jost	HHSA
Robert Olson	PWD
Cynthia Redding	HHSA
Sarah Spaulding	SO
Justin Sponhaltz	SO
Debra Willis	Building
Cynthia Wilson	HHSA
15 Years	
Jacob Bobman	SO
James Briese	PWD
Perca Dahlem	Assessor/Recorder
William Holt	PWD
Athena Land	Probation
Kathryn Landers	HHSA
Timothy Lewis	SO
Luis Mercado	Auditor
Ray Micallef	PWD
Anne Middleton	Auditor
Kevin Packard	SO
Sean Phillips	SO
Lynn Rumfelt	HHSA
Janice Ulbrich	HHSA
Rachelle Ziegenfuss	HHSA
10 Years	
Kathryn Berry	HHSA
Weston Carroll	SO
Jeremy Day	SO
Julie Franco-Mellow	SO
Lindsey Guenthart	SO
Dawn Jones	HHSA
Russell Marks	PWD
Ann Martel	HHSA
Crystina McNally	Child Support Svcs
Bohannon Roderick	SO
Debra Wass	UC Cooperative Ext.
Michelle Williams	SO
Lydia Woolsey	HHSA

Attachment: Employee Recognition 2022 (RES-2022-718 : Employee Service Recognition for 2022)

5 Years	
Lynn Bonham	HHSA
Alyssa Carroll	SO
Dennis Cole	HHSA
Taylor Contreras	Child Support Svcs
Cathryn Cotter	HHSA
Jinger Feuerstein	HHSA
Heather Gann	Probation
Jose Garcia	SO
Barbara Harders	Assessor/Recorder
Kelly Harrison	HHSA
Austin Hunter	PWD
Kimberly Keith	HHSA
Catherine Kong	Assessor/Recorder
Eduardo Leanos	HHSA
Kelley Marty	HHSA
Cierra Mendoza	Auditor
Corrina Miranda	Planning
Derek Neeley	Admin/Tech Svcs
Nicholas Osenbaugh	SO
Julia Richard	Library
Austin Ridenhour	HHSA
James Simpson	HHSA
Jeffery Swiecki	PWD
Clarence Tedrow	HHSA
Alexis Verdugo	PWD
Kevin Walters	HHSA
Lynn Wells	Planning
Leigh Westerlund	Admin
Diana Ziegenfuss	HHSA

MARIPOSA COUNTY

Assessor-Recorder · 209-966-2332

RESOLUTION - ACTION REQUESTED 2022-719

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor-Recorder

RE: Approve the "California Assessor's Assn. Information Technology Authority" JPA

RECOMMENDATION AND JUSTIFICATION:
Approve a Joint Powers Authority (JPA) Agreement with the “California Assessors’ Association Information Technology”; and Authorize the Assessor/Recorder to Sign the Agreement.

This agreement needs to be signed by the Assessor/Recorder due to the nature of the forms being audited.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other CAA JPA's to enable Mariposa to participate in Cal Assessor e-forms and the California Counties Cooperative Audit Services Exchange (CCCASE).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this JPA would prohibit Mariposa from participating and receiving benefits that it may provide.

FINANCIAL IMPACT:
The legal services needed to create the JPA was funded by the California Assessors’ Association. Funding to develop the projects is being provided by the State of California Department of Finance. In future years, once the programs are developed and operational, there will be ongoing maintenance costs. If needed, the Mariposa County Assessor’s Office may withdraw from the JPA at least ninety days’ written notice to the JPA.

ATTACHMENTS:
JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY AUTHORITY (PDF)
Memorandum of Understanding for CAA IT JPA 9.2022 (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
EXCUSED: Miles Menetrey

JOINT EXERCISE OF POWERS AGREEMENT OF THE CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY AUTHORITY

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this 1st day of November, 2022, for reference purposes only, and is entered into by and between the undersigned public agencies. The undersigned Member Agencies may be referred to individually as "Member Agency" or collectively as "Member Agencies."

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code title 1, division 7, chapter 5, commencing with section 6500 *et seq*, permits two or more public agencies to jointly exercise any powers common to the agencies; and

WHEREAS, the Member Agencies each provide property tax assessment and similar functions within their jurisdictional boundaries; and

WHEREAS, the State of California anticipates allocating $30 million in funding ($10 million in each of the 2022-23, 2023-24, and 2024-25 budget years) to be used for information technology solutions as set forth in Revenue and Taxation Code section 95.60, as it may be amended; and

WHEREAS, such funding will permit the Member Agencies to jointly develop and implement information technology solutions to assist in the standardization of statewide assessment practices; and

WHEREAS, after the implementation of such information technology solutions, the Member Agencies wish to jointly administer and maintain such solutions and develop, administer, and maintain similar solutions, services, and programs; and

WHEREAS, State of California funding for the anticipated information technology solution must be provided to a joint powers agency or similar entity as set forth in Revenue and Taxation Code section 95.60; and

WHEREAS, the Member Agencies wish to establish a public entity, separate and apart from the Member Agencies hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Member Agencies agree as follows:

1. **Recitals.** The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

2. **Establishment.** There is hereby established an organization to be known as the California County Assessors' Information Technology Authority, which shall be a public entity separate and apart from any Member Agency. The California County Assessors' Information Technology Authority shall be governed by the terms of this Joint Powers Agreement and any Bylaws, duly passed and adopted by the Board.

3. **Term.** The term of this Agreement shall commence as of November 15, 2022, provided that at least two Member Agencies have fully executed this Agreement, and shall continue until terminated pursuant to the terms of this Agreement.

4. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

"Act" shall mean the Joint Exercise of Powers Act of the State of California, commencing with Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

"Agreement" shall mean this Joint Exercise of Powers Agreement by and between the Member Agencies, as supplemented, amended and/or restated from time to time.

"Authority" shall mean the California County Assessors' Information Technology Authority, the joint powers agency created by this Agreement in accordance with the Act.

"Board" or "Board of Directors" means the governing body of the Authority as established by this Agreement.

"Bylaws" means the rules and regulations adopted by the Board to implement this Agreement and govern the operation of the Authority as set forth in Section 7.1(g).

"CAA" means the California Assessors' Association, a California mutual benefit, nonprofit corporation, or its successor.

"Coordinating Assessor" means an assessor of a Member Agency as identified in Section 7.1(b)(i).

"Department of Finance" means the California Department of Finance or its successor.

"Director" means a member of the Board of Directors.

"Effective Date" means the date of the commencement of the term of this Agreement as set forth in Section 3.

"Fiscal Year" means July 1 of one year through June 30 of the following year.

"Large County" means a county or city and county with a population of more than 450,000 as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

"Lead County" means the "Lead County" as defined in Revenue and Taxation Code section 95.60(b)(3). The Lead County shall be the county of the CAA Treasurer unless otherwise designated by the Department of Finance or the Board pursuant to Section 7.3(c).

"Medium County" means a county with a population of 75,001 to 450,000 as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

"Member Agencies" shall mean more than one of the signatories of this Agreement.

"Member Agency" shall mean one of the signatories of this Agreement.

"Program" means property assessment-related information technology-appropriate projects and programs that may be funded pursuant to Revenue and Taxation Code section 95.60 as it may be amended.

"Small County" means a county with a population of 75,000 or less as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

5. **Purpose and Powers of Authority.**

(a) Purpose of Authority. The purposes of the Authority are to:

(i) Act as the joint powers authority identified in Revenue and Taxation Code section 95.60 to apply for, manage, expend, and report on the Program and related state grant funds.

(ii) Acquire, purchase, use, operate, repair, maintain, dispose of, administer, and manage information technology developments and projects for use by the Member Agencies and other eligible entities, including the Program.

(b) Powers and Responsibilities of Authority. The Authority shall have such powers as may be necessary to the accomplishment of the purpose and functions of this Agreement, including but not limited to, the following:

(i) All responsibilities and obligations of the "authority" as defined in Revenue and Taxation Code section 95.60(b)(1).

(ii) Adopting and amending policies.

(iii) Engaging personnel, consultants, advisors and independent contractors.

(iv) Making and entering into contracts, leases, and other agreements, which may include a contract for administrative and fiscal services and a contract with a certified public accountant for audit services.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

(v) Applying for, receiving and disbursing, grants, loans or other aids from any private or public agency. Accepting gifts, donations, and other monies made in the public interest to carry out the purposes and functions of the Authority, as set forth in this Agreement

(vi) Establishing and collecting maintenance fees or similar fees to be charged to the Member Agencies and other users of services and programs obtained or provided by the Authority.

(vii) Receiving, collecting, disbursing, and investing funds.

(viii) Purchasing, acquiring, constructing, maintaining, disposing of, and holding title to or other interests in real and personal property.

(ix) Suing and being sued in its own name.

(x) Carrying out and enforcing all of the provisions of this Agreement.

(xi) Exercising the independent, complete and/or supplementary powers of a joint powers agency, as provided by law.

(xii) Other powers and duties incidental to those enumerated herein.

5.2 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. Pursuant to Government Code section 6509, the powers of the Authority are subject to the restrictions upon the manner of exercising such powers of one of its members. The Authority shall exercise its powers in the manner of a general law county unless the Board of Directors designates an alternative Member Agency by resolution. Moreover, the Authority shall exercise its powers in a manner consistent with Revenue and Taxation Code section 95.60, including, but not limited to, ensuring that all interested county assessors will be afforded an opportunity to participate in the Program.

6. **Membership**.

6.1 Initial Members. Any California county or city and county may become a Member Agency by executing the Agreement prior to its Effective Date.

6.2 Subsequent Members. After the Effective Date, any California county or city and county may petition to become a Member Agency by approving this Agreement and with the approval of the Authority Board. The Authority Board may require the potential Member Agency to execute this Agreement and any acknowledgement or similar instrument deemed necessary or advisable by the Board. The Authority shall notify the existing Member Agencies of any new Member Agency.

7. **Governing Body and Officers**.

7.1 Governing Body.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

(a) The Authority shall be governed by the Board of Directors.

(b) The Board shall be composed of up to the following nine (9) Directors:

(i) The Coordinating Assessor, who shall be an assessor of a Member Agency and appointed each Fiscal Year by a majority vote of the Member Agencies, but may not be the President or Treasurer of CAA. For avoidance of doubt, in the event a Coordinating Assessor is selected from among the existing Directors identified in Section 7.1(b)(iv) – (vi), the selected Coordinating Assessor shall at the start of the Fiscal Year for which they are selected vacate the Director position they previously held and the appointing authority shall select a replacement Director to serve out the balance of the Coordinating Assessor's prior term as a Director identified in Section 7.1(b)(iv) through (vi). The Coordinating Assessor shall be responsible for coordinating the development of the Program with all counties, including any counties that do not become Member Agencies.

(ii) The President of CAA.

(iii) The Treasurer of CAA.

(iv) Two (2) Directors appointed by and representing Small Counties. These Directors shall be assessors of Small Counties and shall be elected by a majority vote of the Small Counties unless otherwise specified by the Bylaws or the Small Counties.

(v) Two (2) Directors appointed by and representing Medium Counties. These Directors shall be assessors of Medium Counties and shall be elected by a majority vote of the Medium Counties unless otherwise specified by the Bylaws or the Medium Counties.

(vi) Two (2) Directors appointed by and representing Large Counties. These Directors shall be assessors of Large Counties and shall be elected by a majority vote of the Large Counties unless otherwise specified by the Bylaws or the Large Counties.

(c) Each Director shall serve at the pleasure of their appointing authority. The assessor for each Member Agency shall be the appointing authority for that Member Agency and entitled to cast votes related to Directors on behalf of that Member Agency.

(d) A Director representing a Small, Medium, or Large County shall serve a two-year term and until the appointment of their successor, except as provided for in Section 7.1(h). Member Agencies shall be characterized as a Small, Medium, or Large County prior to each election of Directors. If a Director's Member Agency has been re-characterized based on population changes, the Director may serve the remainder of their term.

(e) Subject to Section 8.3(b)(ii), all the power and authority of the Authority shall be exercised by the Board. The Board may delegate such powers and authority, as the Board deems appropriate to the Coordinating Assessor or the Executive Director.

(f) The Board may act by resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

(g) The Board may adopt and enforce internal Authority bylaws, policies, rules, and regulations ("Bylaws"). The Bylaws may include procedures for the election and removal of Directors.

(h) Upon the Effective Date, the Board shall be composed of the Directors identified in Section 7.1(b)(ii) and (iii) and those Directors identified in Section 7.1(b)(b)(iv)-(vi) that can be appointed at such time based on the composition of Member Agencies and the number of Small, Medium, and Large Counties participating as Member Agencies. If any Director identified in Section 7.1(b)(b)(iv)-(vi) cannot be appointed on the Effective Date due to the lack of sufficient Member Agencies from Small, Medium, or Large Counties, they may be appointed whenever a seat may be filled based on the number and composition of Member Agencies. On or before December 31, 2022, the assessors of the Member Agencies shall appoint Directors meeting the requirements of this Agreement to serve from January 1, 2023 through June 30, 2023. Beginning on July 1, 2023, the Member Agencies shall appoint Directors meeting the requirements of this Agreement, provided that one (1) of the two (2) Directors identified in Section 7.1(b)(b)(iv)-(vi) representing Small, Medium, and Large Counties, respectively, shall be appointed to serve a one-year term to ensure staggered terms for the Directors representing Small, Medium, and Large Counties.

(i) Directors shall generally serve without compensation and shall be assessors of a county or city and county. A Director may be compensated by their employer for activities related to the Authority. To the extent budgeted, and as provided for by rule, the Board is authorized to pay expenses reasonable and necessarily incurred in the conduct of its business, including travel expenses to attend meetings and conferences related to the business of the Authority.

7.2 Vacancies and Removal. If a person who has been appointed to the Board ceases to be qualified to serve as a Director, their Director seat shall be deemed vacant. Any Director may be removed at any time by the appointing authority or, in the case of Directors appointed pursuant to Section 7.17.1(b)7.1(b)(iv)-(vi), by majority vote of the Member Agencies in the respective group. In addition, a Director seat shall be deemed vacant if a Director has two consecutive, unexcused meeting absences. No person may simultaneously hold more than a single Director seat, and assuming a second Director seat automatically vacates the first Director seat. A vacancy shall be filled in the same manner as the original appointment.

7.3 Officers.

(a) *Chair and Vice Chair.* The Board shall appoint a Chair and a Vice Chair from among its Directors. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one (1) year or until a successor is appointed and assumes the office; provided, however, that any Chairs and Vice-Chairs appointed prior to July 1, 2023 shall serve from their appointment until a new Board is seated as set forth in Section 7.1(h).

The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) *Secretary.* The Board may select, appoint, or employ an Authority Secretary, but the Authority Secretary is not required to be a Director. The Authority Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) *Treasurer.* The Authority Treasurer shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act and Revenue and Taxation Code section 95.60. The Authority Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and other applicable law. Unless specified by the Board, the Authority Treasurer's county treasurer-tax collector shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source. Any disbursements of funds shall be made at the direction of the Authority Treasurer and consistent with this Agreement. Pursuant to Revenue and Taxation Code section 95.60, the Department of Finance may remit Program funds to the Authority Treasurer's county treasurer-tax collector as the lead county. Such funds shall be held and remitted as set forth in this Agreement. The Board may designate an alternative Lead County to the extent permitted by the Act, Revenue and Taxation Code section 95.60 and other applicable law. Any interest earned on Authority funds regardless of where they are held shall be retained by the Authority and used for any lawful purpose of the Authority.

(d) *Auditor/Controller.* The Authority Auditor/Controller shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act. The Authority Auditor/Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and applicable law. The Authority Auditor/Controller may be combined with the Authority Treasurer to the extent permitted by the Act and other applicable law.

(e) *Executive Director.* The Board may appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Authority and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other staff members as necessary to accomplish the Authority's program, consistent with the annual budget. The Executive Director shall be responsible for all projects and property of the Authority and shall file with the Treasurer of the Authority, as required by the Board, an official bond in an amount to be determined by the Board, guaranteeing the faithful performance of his or her duties. In the absence of an Executive Director, the Coordinating Assessor may coordinate any administrative activities of the Authority as directed by the Board.

(f) *Officers and Professional Services.* The Board may select, appoint, or employ any other officers, or professional and expert services as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

(g) *Duties.* All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable Authority Bylaw or other Board action or by other applicable law. The duties of the various officers and staff shall be established by Bylaws adopted by the Board, by other Board action, or by applicable law.

(h) *Shared Resources*. The Board may contract with a Member Agency, or its officers, to provide necessary administrative or other services to the Authority as appropriate. All personnel employed by the individual Member Agency shall remain employees of their respective Member Agency unless and until the Authority affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between any Member Agency employee and the Authority exists as a result of this Agreement.

7.4 Advisory Committees. The Board may, from time to time, establish advisory committees to investigate and provide advice to the Board on matters of interest. Such committees may be standing committees or ad hoc committees as the Board deems advisable. The Board shall determine the subject matter for the committee, the duration of the committee and its membership, quorum and voting requirements for each committee at the time it is established.

8. Organization and Procedures.

8.1 Principal Offices.

(a) *Principal Office.* The initial principal business office of the Authority shall be the office of the Coordinating Assessor or as otherwise determined by the Board. The Board may change the principal business office from time to time from one location to another within the jurisdiction of the then current Member Agencies to the Authority. Any change shall be noted by the Authority Secretary, but shall not be considered an amendment to this Agreement.

8.2 Meetings.

(a) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board and within the Authority's jurisdiction for its regular, special, and emergency meetings; provided, however, that at least one regular meeting shall be held in each year.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Director and to the Member Agencies.

(c) Regular, special, and emergency meetings of the Board shall be called and held in the manner as provided in the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950).

(d) Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Member Agencies as permitted by

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

Government Code section 54956.96. The Board may include provisions in its Bylaws to implement this section.

8.3 Quorum and Votes.

(a) One more than half of the Directors of the Board shall constitute a quorum for the purpose of transacting business.

(b) The affirmative vote of a majority of the Board then present shall be required for the Authority to take action, except:

(i) where different voting requirements are provided for by applicable law; and

(ii) approval and amendments of Authority budgets and admission or expulsion of Member Agencies shall require a two-thirds vote of the Board. If the Board is unable to obtain a two-thirds in favor or opposed to an item after three (3) attempts during at least two (2) meetings, the item will be submitted to a special assembly of the Authority. This special assembly shall be composed of the assessor or designee of each Member Agency, and the special assembly shall consider the item which may be approved or disapproved by majority vote of those special assembly members present. The Chair of the Board, or Vice-Chair if the Chair is not present, shall preside over the special assembly. The special assembly shall be a public meeting subject to the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950). The Authority Secretary shall schedule, prepare the agenda and supporting material for, and otherwise facilitate the special assembly. The agenda for the special assembly shall be posted and sent to each Member Agency at least ten (10) days in advance.

(c) In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Authority Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted.

8.4 Authority to Expend Revenues. The Board shall authorize the expenditure of any and all funds of the Authority.

8.5 Minutes. The Authority Secretary shall keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Authority Secretary shall cause a copy of the minutes to be forwarded to each Director of the Board, and to the Member Agencies.

9. Financial Provisions.

9.1 Funding. Prior to January 1 of each year, the Board shall adopt a preliminary budget for the following Fiscal Year, which shall identify all maintenance or similar fees to be imposed on Member Agencies. Prior to July 1 of each year, the Board shall adopt a final budget

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

for the Fiscal Year. Each Member Agency shall be provided with a copy of the proposed budget no later than February 1 of each year so that the Member Agency shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

Contributions, in the form of maintenance or similar fees for on-going maintenance and implementation of the Program, may be imposed on Member Agencies as determined by the Board. No initial contributions or funding shall be required of the Member Agencies to join the Authority or to develop the Program which shall be funded as set forth in Revenue and Taxation Code section 95.60. In addition, the Board shall not impose maintenance fees or similar fees as provided in this Section 9.1 to the extent that the Authority has Program funds or other state funds in hand, or such funds could be obtained in a timely manner to fund desired operations.

9.2 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Member Agency, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

9.3 Audit. The records and accounts of the Authority shall be audited, at the intervals required by law, by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Member Agency pursuant to the requirements of law and the agreement of the Member Agencies.

9.4 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

9.5 State Reporting. Without limiting any obligation of the Authority, the Authority shall prepare, submit, and report on all Program funding as required by Revenue and Taxation Code section 95.60 and other applicable law.

10. Debts, Liabilities, Obligations.

10.1 Of the Authority. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member Agency. Provided, however, if the Member Agencies are, under applicable law, held liable for the negligent acts or omissions of the Authority occurring in the performance of this Agreement, the Member Agencies shall be entitled to contribution from each of the other Member Agencies so that after said contribution each Member Agency shall bear an equal share of such liability.

10.2 Retirement Benefits. The Authority shall not participate in, become a member in, or otherwise join any "public retirement system" as defined in Government Code section 6508.1.

11. Indemnity and Hold Harmless.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

11.1 General. The Authority shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents and employees, from and against any and all claims and losses whatsoever occurring or resulting to persons, firms or corporations furnishing or supplying work, services, materials or supplies to the Authority in connection with the performance of the Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury or death arising out of or connected with the Authority's performance of its obligations under this Agreement.

11.2 Insurance. As determined by the Board, the Authority shall maintain membership in one or more insurance pooling joint powers agencies established pursuant to the Act for purposes of workers compensation, public liability, and property insurance, and shall establish and maintain such self-insurance retention or other reserves as are required by said agencies. The Board may in its discretion obtain insurance from other sources provided that the Board determines that the other source provides adequate coverage for the Authority and Member Agencies.

11.3 Survival. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Member Agency from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

12. Termination and Withdrawal.

12.1 Termination. The Agreement may be terminated with notice of termination from two-thirds of the Member Agencies. Upon receipt of such notice, the Board shall promptly wind-down the affairs of the Authority, including satisfying existing liabilities and distributing any remaining property or assets.

12.2 Withdrawal. Any Member Agency may withdraw from the Authority effective at the beginning of a Fiscal Year with at least ninety (90) days' written notice to the Authority. Any withdrawing Member Agency shall have paid any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of withdrawal, including any unknown or unasserted claims. Without limiting the foregoing, Member Agencies may not withdraw from the Authority during the pendency of litigation where the Authority is a defendant or real party-in-interest without approval of the Board.

12.3 Expulsion. The Board may expel a Member Agency for cause, including the non-payment of maintenance or similar fees, after providing the Member Agency with a reasonable time period to cure such breach. Such Member Agencies shall remain responsible for any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of expulsion, including any unknown or unasserted claims, in the same manner and to the same extent as other Member Agencies pursuant to Section 10.1. Expelled Member Agencies shall not be entitled to any share of the Authority's assets or properties in the event of a future termination, including any use or similar license for Authority intellectual property.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

12.4 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as determined by the Board of Directors provided that each Member Agency shall receive a non-exclusive license to use any intellectual property developed by the Authority for the Program or otherwise to the extent provided in any such agreement executed by the Authority.

13. **Conflict Resolution.** The Member Agencies agree that any and all disputes, claims or controversies between the Member Agencies arising out of or relating to performance of this Agreement, the Member Agencies will first meet and confer and attempt to resolve the dispute through informal or formal mediation.

14. **General Provisions.**

14.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Member Agencies concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

14.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Member Agency, said consent and/or approval shall not be unreasonably withheld.

14.4 Construction and Interpretation. It is agreed and acknowledged by the Member Agencies that this Agreement has been arrived at through negotiation, and that each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Member Agency shall not apply in construing or interpreting this Agreement.

14.5 Waiver. The waiver at any time by any Member Agency of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Member Agency of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

14.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Should the participation of any Member Agency to this Agreement be decided by the courts to be illegal or in excess of that Member Agency's authority or in conflict with any law, the validity of the Agreement as to the remaining Member Agencies shall not be affected thereby.

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

14.8 Successors and Assigns. Except as otherwise provided by law, the rights and duties of the Member Agencies under this Agreement shall not be assigned or delegated without the prior written consent of the other Member Agency. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Member Agency approving the assignment or delegation.

14.9 No Third Member Agency Beneficiaries. This Agreement shall not be construed to create any third Member Agency beneficiaries. This Agreement is for the sole benefit of the Member Agencies, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

14.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by two-thirds of the Member Agencies. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Member Agencies, unless otherwise stated in the amendment, and once effective shall apply to all Member Agencies regardless of whether a particular Member Agency approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member Agency.

14.11 Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

14.12 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed to the Authority at its principal office and to each Member Agency at the address provided by such Member Agency for this purpose. Each Member Agency shall establish and amend its address by notifying the Chair of the Board. The Chair of the Board shall provide updated contact information to the Member Agencies as necessary. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed received three (3) days after deposit in United States mail, postage prepaid, return receipt requested.

14.13 Counterparts. This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature pages follow]

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

IN WITNESS WHEREOF, the Member Agencies hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.

COUNTY OF _____

By:_____
[insert name]
Its:_____

APPROVED AS TO FORM:

By:_____
[insert name]
Its:_____

Attachment: JOINT EXERCISE OF POWERS AGEEEMENT OF THE CALIFORNIA COUNTY ASSESSORS INFORMATION TECHNOLOGY

Memorandum of Understanding

For

California Assessors' Application of the

State of California

Information Technology Grant Funding

Document Control Date: Sept. 16, 2022

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

Version 4.0

MEMORANDUM OF UNDERSTANDING

FOR INFORMATION TECHNOLOGY

(Document Control September 16, 2022)

THIS Memorandum of Understanding, titled the "California Assessors' Information Technology Group Agreement" (hereinafter "MOU"), is effective October 1, 2022, by, between, and among the undersigned California County Assessors for the purposes of collecting, storing, and maintaining, sharing data and development of technology necessary to the assessment functions.

WHEREAS:

(1) The State of California has budgeted $30 million, $10 million in the 2022-23 State budget and anticipated $20 million allocation in the following two years, $10 million in 2023-24 and $10 million in 2024-25, to a governing entity comprised of the majority of Assessors in the State of California to be used for information technology as outlined in the request for funds from the California Assessors' Association ("CAA") to the State of California (Exhibit A); and

(2) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term "public agency"; and

(3) The parties have agreed to enter into this MOU to begin the process of applying to the State Department of Finance ("DOF") for grant funding and memorialize their intent to form a separate governing entity with legal authority to contract for services--such as a Joint Power Authority or similar entity deemed satisfactory by the DOF; and

(4) The parties desire, in the future, to form a governing entity allowing for legal authority to contract for services for the purposes of collecting, storing, maintaining, and sharing data and developing technology necessary to the assessment functions performed by the California County Assessors ("Participating Assessors"), each of which is an officer and agent of his or her respective county (the counties being the "Participating Parties"); and

(5) Under the provisions of Revenue and Taxation ("R&T") Code Sections 441-454 and 480-484, a county assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that Assessor's county; and

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

The Participating Assessors seek through this MOU to initiate the process of jointly implementing information technology solutions to assist in the standardization of statewide assessment practices through the formation of a public entity that will more easily qualify for grant funding made available for this purpose and that will provide more efficiently for statewide collaboration on these technology and data management solutions.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth herein, the parties agree as follows:

1. TERM. The term of this Agreement is from October 1, 2022 through and including September 30, 2023, a period of one (1) year, or until such time as it is superseded by the Joint Powers Agreement or similar public entity formation agreement described in the recitals. Funding decisions for purposes of this MOU will be made on an annual basis through a separate written Annual Fiscal Agreement until such time as this Agreement is superseded or terminated as described herein. This agreement may be continued based on the consent of the Participating Parties.

2. ADMINISTRATION. This MOU shall be administered by the California Assessors Association ("CAA"). The Participating Parties, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for coordinating with the CAA President and CAA Treasurer to apply for grant funding with the DOF and oversee the subcommittee of Assessors.

3. GOVERNANCE OF SUBCOMMITTEE. The subcommittee shall help guide the scope of the IT projects until a public entity is formed. The subcommittee shall be comprised of 11 California County Assessors. The participating counties shall annually elect the 11-member board. The 11-member board shall be comprised of a Coordinating Assessor who shall also serve as the Chairperson, Treasurer who shall be the Treasurer of the California Assessors' Association, and nine (9) other Assessors as follows:

   a. Three (3) Assessors from small population counties –not to exceed 200,000 residents.

   b. Three (3) Assessors from medium population counties –200,000 and 1 million residents.

   c. Three (3) Assessors from large population counties – exceeding 1 million residents.

4. TERMINATION. Any party hereto may withdraw from this MOU upon giving sixty (60) days written notice to the Coordinating Assessor and the Treasurer.

5. MODIFICATION. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on any of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

6. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

7. REVIEW FOR LEGAL ADEQUACY. Each party to this MOU acknowledges and agrees that this MOU has been reviewed by each party's respective legal counsel for legal adequacy.

8. SEVERABILITY PROVISION. If any term or portion of this MOU is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

9. SIGNATURE IN COUNTERPARTS. This MOU may be executed in counterparts by all parties. The MOU is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this MOU as of the date first written above.

(Participating Assessors Signature Page Following)

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

PARTICIPATING ASSESSORS

By: _____
County of Alameda

By: _____
County of Alpine

By: _____
County of Amador

By: _____
County of Butte

By: _____
County of Calaveras

By: _____
County of Colusa

By: _____
County of Contra Costa

By: _____
County of Del Norte

By: _____
County of El Dorado

By: _____
County of Fresno

By: _____
County of Glenn

By: _____
County of Humboldt

By: _____
County of Imperial

By: _____
County of Inyo

By: _____
County of Kern

By: _____
County of Kings

By: _____
County of Lake

By: _____
County of Lassen

By: _____
County of Los Angeles

By: _____
County of Madera

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

Participating Assessors (Continued)

By: _____
County of Marin

By: _____
County of Mariposa

By: _____
County of Mendocino

By: _____
County of Merced

By: _____
County of Modoc

By: _____
County of Mono

By: _____
County of Monterey

By: _____
County of Napa

By: _____
County of Nevada

By: _____
County of Orange

By: _____
County of Placer

By: _____
County of Plumas

By: _____
County of Riverside

By: _____
County of Sacramento

By: _____
County of San Benito

By: _____
County of San Bernardino

By: _____
County of San Diego

By: _____
County of San Francisco

By: _____
County of San Joaquin

By: _____
County of San Luis Obispo

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

Participating Assessors (Continued)

By: _____
County of San Mateo

By: _____
County of Santa Barbara

By: _____
County of Santa Clara

By: _____
County of Santa Cruz

By: _____
County of Shasta

By: _____
County of Sierra

By: _____
County of Siskiyou

By: _____
County of Solano

By: _____
County of Sonoma

By: _____
County of Stanislaus

By: _____
County of Sutter

By: _____
County of Tehama

By: _____
County of Trinity

By: _____
County of Tulare

By: _____
County of Tuolumne

By: _____
County of Ventura

By: _____
County of Yolo

By: _____
County of Yuba

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

EXHIBIT A

PROPOSAL TO THE STATE OF CALIFORNIA

The California Assessors' Association [CAA] has worked to improve and modernize the way Californians interact with Assessor's Offices. We have created a JPA that shares certain services to allow efiling of business property statements and downloading required forms. To improve and build on these successes, we request a one-time General Fund grant of $60 million that would be available for expenditure through 2024-25. Our vision is to create a JPA model to deliver: easy-to-use, fast, dependable and secure public services; common technology solutions that are easy to use across counties; and a customer-focused portal for government services that makes it easier for members of the public to find information and complete transactions. The funds would be used for the following initiatives:

Proposition 19 Portal

The passage of Proposition 19 in November 2020 created new requirements for filing documents, certifying values across counties, and reporting to the State. California Assessors have expended hundreds of hours developing procedures to efficiently process application for base year value transfers. As a result, we have concluded that we need a clearinghouse, or portal, that will provide easy access for taxpayers to obtain and file the required forms, easy access for Assessor staff to communicate with one another about information needed to process an application, and to develop reports for State Agencies such as the Board of Equalization and California Department of Tax and Fee Administration. The LAO estimated increased costs for counties by tens of millions of dollars per year in their analysis of the Proposition. This project attempts to streamline required activities and mitigate some of the costs.

Exemptions E-filing

Building on the success of the SDR/eSDR business property statement filing system, we would like to add the potential for on-line filing for exemptions. There are dozens of available exemptions and most require annual filing. Assessors expend valuable resources mailing out thousands of exemption forms annually.

This project would provide for online filing and reduce lost paperwork and expenses. Part of the project would include digital signatures.

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Non-Residential Sales Database

State Law currently allows assessors to share market data. Market data is critically needed when valuing complex, income-producing properties. A significant portion of the time spent on those assignments is used to gather data, quite often from other counties.

This project would create a statewide database of information needed to value complex, income-producing properties. It continues to build on the partnerships developed by county assessors and will improve efficiency on some of the most difficult valuation assignments.

Megabyte Counties Unified Application and Database Framework

Thirty-six California Counties currently use the Megabyte Property Tax System. While most of the assessment work is handled within the existing modules that Megabyte has created, there continue to be needs that are not being met with the existing system. This has led most counties to rely on 'home-grown' applications or databases to capture that additional data and generate the necessary reports to meet both local and state mandated requirements.

We propose the creation and management of a unified application and database framework. This could best be accomplished by a JPA of the Megabyte County Assessors. The JPA would create an application whose database architecture can be structured in a way to easily scale up or down. Depending on their needs, this template could be easily altered and shared with the members of the JPA when new legislation is passed that would require a change to the application or database structure.

Creating this unified platform would greatly reduce the total number of dollars and staff hours being expended statewide on 'home grown' and often antiquated systems. This would also allow for a more uniform method of tracking and reporting on the data collected by staff.

Automatic Enrollment of Certain Changes in Ownership

In keeping with the presumption contained in Title 18 of the California Code of Regulations, Rule 2, the sale prices of transfers are only rarely rebutted. In Los Angeles County, only 0.2% of residential properties (for which an appraisal was performed by an appraiser) have been rebutted since 2005.

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With support from automated valuation models, a significant number of transfers can be reassessed with little or no human interaction (i.e., auto-enrolled). This project would use the latest in machine learning and GIS technology to build a statewide sale price validation application for single family residential (including condos) and smaller multi-family residential properties that can be used by all counties to automatically enroll those reassessable events. While some counties may already have transfer auto-enrollment applications in use, leveraging newer technologies will help improve these applications and expand their scope to multi-family residential properties.

Summary

One-time funding is well suited for technological initiatives. The CAA envisions the bulk of the funding being used to improve systems that serve all or most of the 58 California Counties. If there are additional funds available, individual counties could compete for funding to help modernize their office, which may include scanning files or other activities that are technological in nature and are one-time expenses.

By their very nature, technology projects take time. This is a request for one-time funding that can be expended over two or three fiscal years to allow for development time. Solutions will be prioritized by CAA and its Shared Services JPA. It is expected that the county match will be covered by each county's ongoing expenses to maintain the system.

The California Assessors' Association respectfully requests funding for technology initiatives as follows:

Term:	One Year [with the opportunity expend the funds over a 2-3 year period.
Funding Amount:	$60 million
County Match:	Ongoing maintenance costs

Attachment: Memorandum of Understanding for CAA IT JPA 9.2022 (RES-2022-719 : Approve the "California Assessor's Assn. Information

EXHIBIT B

DEVELOPMENT PROJECTS (OVERVIEW)

Project 1 – Proposition 19 portal

- Initial Planning & Analysis
- Website Fundamentals – Design & Setup
- Website Database Basics
- Website Construction
- Website Intelligence – Business Rules & Logic
- Create Smart fillable PDFs
- Create Smart county header customization
- Quality review, testing and implementation

Project 2 – Exemptions e-Forms

- Planning, Analysis & Design
- Website online forms framework
- Website Database expansion to collect and distribute forms data
- Website forms construction
- Website adjustments
- HTML to PDF conversion engine
- Develop format for standard data record

Project 3 – Non-Residential/Commercial Database

Project 4 – Megabyte Counties Unified Application

Project 5 – Automatic Enrollment

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MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 4, 2022

A. 9:00 AM Called to Order

Chair Smallcombe noted the Oak fire recovery update would be provided during agenda item D.3, D.4 was withdrawn and rescheduled, and CA. 15 has been withdrawn. She also noted she would be presenting the proclamations of CA.5 and CA. 6 at a later date.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

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

Public comment was received from Jonathan Noel/Community member who commented on CA. 4 and CA. 16. He inquired about the amount of both the Adminsure and Cal-Connect contracts and asked for transparency that the amounts be placed in the title.

Kaitlyn Wagoner/Mountain Crisis Services thanked the Board for recognizing CA.6, the proclamation recognizing "Domestic Violence Awareness Month."

Supervisors Forsythe and Menetrey commented on CA.18, expressing their excitement for this project.

Supervisor Long thanked Jonathan Noel for bringing his question to the Board and noted that the information could be found in the Board packet, which is available online.

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-563**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-564**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2022-565**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration/Human Resources** **RES-2022-566**

Approve the Renewal of the Agreement with AdminSure, Inc. for Workers' Compensation Services, Which Includes Utilization Review Services, for a Three-Year Period Effective October 1, 2022 through and Including September 30, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Board of Supervisors** **2022-96**

Proclaim the Month of October 2022 as "Breast Cancer Awareness Month" and October 21St as "Mammography Day"

CA6. **Board of Supervisors** **2022-97**

Proclaim October 2022 as "Domestic Violence Awareness Month"

CA7. **Clerk of the Board of Supervisors** **(ID # 13242)**

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

CA8. **Health and Human Services** **RES-2022-567**

Approve Amendments to the Kitchen Assistant Job Description, Effective Immediately

CA9. **Health and Human Services** **RES-2022-568**

Approve the Overfill of an Environmental Health Manager in Health and Human Services in the Public Health Branch, Effective Immediately

CA10. **Health and Human Services** **RES-2022-569**

Approve the Allocation of One Additional Full Time Administrative Technician Position in the Health and Human Services Agency (HHSA) Administration Division, Effective Immediately

CA11. **Health and Human Services** **RES-2022-570**

Approve First Amendment with the Alliance for Community Transformations Increasing Amount Not to Exceed by $125,000 for a New Amount Not to Exceed $175,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **HHS/Behavioral Health & Recovery Services** **RES-2022-571**

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $450,000 to Provide Counseling Services for Mental Health Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-572**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $151,000 to Provide Early Intervention Services for Individuals Living with a Mental Illness; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Behavioral Health & Recovery Services RES-2022-573**

Approve Grant Agreement with the Mental Health Services Oversight and Accountability Commission (MHSOAC); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **HHS/Public Health RES-2022-574**

Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2022-2023 in an Amount Not to Exceed $7,499.80; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **HHS/Public Health RES-2022-575**

Approve a Three-Year CalCONNECT System (CalCONNECT) Data Use and Disclosure Agreement with California Department of Public Health (CDPH) for an Online Database that Maintains Information; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Probation RES-2022-576**

Approve Budget Action Recognizing Unanticipated Revenue Within the Probation Department Received from the Youth Program Facilities Grant (YPFG) ($60,561); Approve Budget Action Decreasing FY 22-23 Funds Within the Probation Department ($51,790); and Approve Budget Increasing FY 21-22 Funds Within the Probation Department ($51,790) 4/5ths Vote Required

CA18. **Public Works RES-2022-577**

Approve an Agreement with Williams Excavation, Inc. for Mariposa Park Tennis Court Rehabilitation in an Amount Not to Exceed $335,800; Approve Budget Action Transferring Funds from the Mariposa Lighting District to CIP Fund 5501 in the Amount of ($30,000); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Public Works RES-2022-578**

Approve an Agreement with Sally Swanson Architects to Provide an American with Disabilities (ADA) Self-Evaluation and Transition Plan in the Amount Not to Exceed $199,940; and Authorize the Board of Supervisors Chair to Sign the Agreement

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA20. **Public Works 2022-98**

Appoint Ted Williams to the Yosemite West District Advisory Committee for a Continuous Term Beginning October 4, 2022

D. Regular Agenda Items

1. **Administration (ID # 13410)**

Discussion and Possible Direction on Short-Term (Vacation) Rentals in Mariposa County

Chair Smallcombe asked County Counsel to elaborate on what can be done with respect to the County code. County Counsel noted this item is for direction only, no action can be taken.

Dallin Kimble/County Administrative Officer gave the staff report and noted this is a team effort and introduced Ben Goger/Housing Development Specialist, who acknowledged this is a difficult topic for the Board and public. He noted this is just one of the issues in a larger housing challenge. Mr. Goger reiterated that this is just to get direction from the Board in what has been a challenging time in our county, state, and nation. Mr. Goger and Kimble gave a PowerPoint presentation.

They presented the Board with possible actions that could be taken, 1) A temporary moratorium on vacation rental applications; 2) General or area-specific limitations; 3) Require a Conditional Use Permit (CUP); 4) Implement additional taxes or fees.

Public comment was received by the following individuals who expressed concern or alternative ideas to the housing issue Jeanne Ann Pine, Courtney Twiss, Julie Gerken, Chris Jennings, Lisa Edelheit, Kim Tucker, David Holland Moritz, Kevin Spack, Kelly Harrison, Brian Cooper, Jim Evans, Al Golub, Warren Grey, Stan Hamilton, Barbara DeVries, Tuchon Schanks, Dillion Schull, Lenny Sharp, Gail Spilos, Mary Ellen McCray, Bruce ?, Glen Cook, Dennis Buck, Shannon Poe, Kathy Avila, Patty Murdock, Unknown, Colleen Rhodes, Tim Trujillo, and Lorraine Freeman.

11:25 AM Chair Smallcombe recessed for a brief break and reconvened at 11:29 AM.

Mr. Kimble addressed a few of the concerns or ideas brought by the public, he noted that having an interest in local preference, in other jurisdictions has only held up legally if the primary residence is on the same property. Regarding a question from Supervisor Long, Mr. Goger noted he believed the minimum size of a home was 400 sq. ft., but he noted that should be confirmed with the building department. He also noted that a workbook for Accessory Dwelling Units (ADUs) is in the works, and on October 18th, a contract will come forward for that effort.

Board discussion ensued. Supervisor Long noted he would not support an urgency ordinance that requires a 4/5ths vote.

DIRECTION: Staff is to bring a regular ordinance to the Board for a temporary moratorium on accepting vacation rental applications and continue with a study for recommendations to the housing crisis.

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RESULT: DIRECTION GIVEN

Recess

12:36 PM Chair Smallcombe recessed the Board for a brief break and reconvened at 12:41 PM.

2. **Board of Supervisors (ID # 13415)**

Receive a Presentation from the Department of Insurance Regarding the "Safer from Wildfires" Framework (Richie Sayavong, Department of Insurance)

Richie Sayavong/Department of Insurance gave a PowerPoint Presentation. Public comment was received by an unknown individual who stated their insurance had been canceled, but during the moratorium, it went from $3500 a year to $12,000.

Warren Grey/a community member asked if there was a plan to do an inspection by visiting a home; he noted he does a lot of work to protect his home but receives no credit for it.

Jacob Hawley/Oak Fire Victim noted their insurance had been dropped in October of 2021, they then switched to the California Fair plan, which raised their premiums but lowered what was covered.

Shannon Poe/a community member asked what he can tell the District 2 residents who may be elderly or unable to perform some of the home hardenings, especially if it may result in a 20% reduction in their insurance premium.

Mr. Sayavong noted that they have been seeing cancellations, lower coverage, and higher premiums throughout the State, but they cannot compel insurance companies to sell. He noted for individuals on a fixed income, there are grants and funding available for assistance.

Chair Smallcombe noted they are planning to hold workshops on becoming Firewise so individuals can hopefully see a decrease.

RESULT: INFORMATION RECEIVED

3. **Administration RES-2022-579**

Approve Agreement with BOP, a Joint Venture for Oak Fire Structural Debris and Hazard Tree Removal Operations in an Amount Not to Exceed $7,996,860 Pending Receipt of Required Insurance Bonding Documents; Approve Associated Budget Action; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Pertaining to This Agreement (Subject to Approval as to Legal Form by County Counsel)

4/5ths Vote Required

Dr. Eric Sergienko/County Health Officer gave an update on Oak Fire recovery and noted it was a progressive week of moving towards a new normal. He noted BOP was identified as the lowest responsible bidder for the debris removal contract. He noted site assessments are still being done in hopes of starting debris removal by October 10th. No public comment.

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RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **Treasurer-Tax Collector-County ClerkRES-2022-592**

Receive and Consider Request of Yosemite Resorts to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090; and Direct Staff to Return with Formal Resolution Memorializing the Board's Finding and Determination

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/11/2022 9:00 AM**

5. **Administration RES-2022-580**

Rescind Resolutions 1989-053 and 1989-500; and Adopt an Updated Travel and Expense Reimbursement Policy

Dallin Kimble gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

6. **Clerk of the Board of Supervisors RES-2022-581**

Appoint a Member to be the California State Association of Counties (CSAC) Director for the 2022-2023 Association Year

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

ACTION: Miles Menetrey was elected as the 2022-2023 CSAC Director with Rosemarie Smallcombe as the Alternate.

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

E. Introductions

None.

F. Departmental Presentation

Keith Williams/Treasure/Tax Collector/County Clerk noted information regarding voting outreach from the state.

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

G. Public Comment on Non-Agenda Items

Public comment was received from Jonathan Noel, who asked the board to add an additional railing to block pedestrians from traffic at the end of downtown. It was noted that the hand railing is not in the jurisdiction of the Board; it is CalTrans.

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **Administration (ID # 13412)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

Jonathan Noel asked a clarifying question regarding if this was hiring a librarian and if this was an elected or appointed position. Chair Smallcombe noted it is an appointed position.

1:19 PM Chair Smallcombe recessed the Board into closed session.

RESULT: **CLOSED SESSION HELD**

J. 2:00 PM Reconvene

2:02 PM Chair Smallcombe reconvened the meeting.

1. **Administration/Community Development (ID # 13385)**

Receive a Presentation by North State Planning and Development Collective, California State University, Chico, Regarding the Comprehensive Economic Development Strategy (CEDS) for Central Sierra Economic Development District (CSEDD)

Tara Schiff/Economic Development Specialist, introduced Courtney Ferral/North State Planning project manager, who gave a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

K. Board Information

Information received.

Report Out

2:25 PM Chair Smallcombe reported that during closed session, information was received and direction was given.

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

L. Adjournment

2:25 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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http://www.mariposacounty.org/

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 5, 2022

SPECIAL MEETING

A. 9:02 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:02 AM
Marshall Long	District III Supervisor	Present	9:02 AM
Wayne Forsythe	District IV Supervisor	Present	9:02 AM
Miles Menetrey	District V Supervisor	Absent	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Regular Agenda

9:03 AM the Board moved from the dais to join the workshop where Walter Wall/District Attorney, Pete Judy/Chief Probation Officer, Monica Nielsen/Agriculture Commissioner, Steve Ward/Cal Fire/Mariposa Fire Division Chief, Dallin Kimble/County Administrative Officer, Steve Dahlem/County Counsel, Sarah Williams/Planning Director, Corrina Miranda/Code Enforcement Technician, Dr. Eric Sergienko/County Health Officer, Joe Lynch/Health and Human Services Director and Michael Charmin/Sheriff's Department participated in the study session.

1. **Administration (ID # 13428)**

Conduct a Study Session on Illegal Cannabis Grows in Mariposa County

Chair Smallcombe introduced Robert Bendorff/Roundtable facilitator who introduced the topics.

Public comment was received from Lori Kinslow/Royal Oak Estates Resident and Colleen Rhodes/Community member who both expressed concern and the need to tamp down on illegal marijuana grows in a way that protects the legal growers.

Minutes Acceptance: Minutes of Oct 5, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

10:00 AM the roundtable was recessed for a brief break and reconvened at 10:11 AM.

The roundtable continued their discussion on solutions.

11:11 AM the roundtable was recessed for a brief break and reconvened at 11:25 AM.

DIRECTION: Staff is to bring a resolution that notates what staff needs, changing the current code and an overall concurrent plan for illegal marijuana grows, by the end of the year. The Board also directed staff to communicate with one another to pursue existing ways to mitigate illegal marijuana grows with measures already in place.

RESULT: WORKSHOP HELD

D. Adjournment

12:56 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 5, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 11, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Steve Ward/Mariposa Cal Fire Division Chief introduced Shaun McCullough, Raymond Rebbeck, David Harer, and Morris Morgan as Mariposa County's first paid County Firefighters.

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

No public comment. Supervisor Long commented on CA.4 noting he was looking forward to this item moving forward, he also noted that the current minimum size of a home is 220 square feet, and it will soon drop to 190 square feet.

Chair Smallcombe commented on CA.7 noting the memorandum discusses a Public Hearing for Creative Placemaking. Sarah Williams/Planning Director noted that was incorrect, no hearing was done in 2020.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-583**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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CA2. **Health and Human Services RES-2022-584**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-585**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-586**

Approve Agreement with Baird and Driskell Community Planning for Professional Services Associated with the Motherlode Region ADU Workbook in an Amount Not to Exceed $264,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration RES-2022-587**

Approve Increasing the Public Works Accounting Technician I/II Allocations by 1.0, Effective July 1, 2022

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-588**

Approve the Service Change Form Agreement to Purchase 16 Additional User Licenses for Our InSync Software Platform from Qualifacts Systems, LLC at a Cost of $49,307 Plus Ongoing Support, Maintenance, and Hosting at $27 Per License Per Month; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Planning RES-2022-589**

Approve Two Agreements with the Mariposa County Arts Council for Amounts Not to Exceed $5,000 and $35,000 for Phase I of the Working Lands, Working Artists Project; Authorize the Board of Supervisors Chair to Sign the Agreements and Any Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($75,000) 4/5ths Vote Required

CA8. **Public Works RES-2022-590**

Declare December 3, 2022, Christmas in Coulterville Parade a County Sponsored Event; and Authorize Public Works to Waive the Encroachment Permit Fee of $168.00

CA9. **Public Works RES-2022-591**

Declare October 29, 2022, Coulterville Trunk or Treat Event as an Annual County Sponsored; and Authorize Public Works to Waive the Encroachment Fee of $168.00

E. Board Recognitions

1. **Board of Supervisors RES-2022-582**

Resolution and Tile Plaque Recognizing Dave Conway for His Service to Mariposa County

Kristina Allen/Deputy Director of Public Health introduced the item and noted

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that Dave Conway has served this community for 37 years.

Public comment was received by Racy Ziegenfuss/Environmental Health, Dr. Eric Sergienko/County Health Office, Margarita King/Public Health Nurse Manager, Baljit Hundal/Division Director of Health Services, Ray Raminski/Colleague, Kerri Gibbons/Environmental Health, Chuck Moser/Former County Health Officer, Tara Schiff/Economic Development, Sarah Williams, Art Baggett/Former County Supervisor, and Steve Engfer/Deputy Director of the Planning Department all of whom spoke in high regards of Mr. Conway as a person as well as the outstanding service he has provided to this community.

Chair Smallcombe and Supervisors Long, Menetrey, and Forsythe thanked and congratulated Mr. Conway on his retirement noting 37 years is a lifetime and this community is losing a wealth of knowledge.

Chair Smallcombe presented Mr. Conway with a resolution and tile plaque.

9:42 AM Chair Smallcombe recessed the Board for a reception in the lobby to honor Mr. Conway and reconvened the meeting at 9:59 AM.

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

F. Departmental Presentation

Keith Williams/Treasurer/Tax Collector/County Clerk, noted that election season has officially begun. He announced ballots will be going out in the mail.

Kari Kisela/Chamber of Commerce noted the lemon bars from Mr. Conway's reception were amazing. She announced that Cruise Night will be taking place this coming Friday. She noted to participants they are to meet at O'Reilly's and the cruise will begin at 5:00 PM and continue to sundown. Ms. Kisela also announced that the coming Saturday, the Car Show would take place at the Fairgrounds from 9:00 AM until 3:30 PM with detailing demonstrations, face paintings as well as other food and goods vendors.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:04 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:04 AM Chair Smallcombe called the Local Transportation Commission meeting to order.

Public Comment Period

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None.

LTC Regular Agenda

1. **Public Works LTC-2022-17**

Approve First Amendment to the FY 22/23 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (LTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I

Jeannie Morvay-Clayton/Transportation Planner gave the staff report and noted this comes before the Board every year. No public comment.

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

2. **Public Works LTC-2022-18**

Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2021-2022; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. **Public Works LTC-2022-19**

Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2022-2023; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **Public Works LTC-2022-20**

Minutes Acceptance: Minutes of Oct 11, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Budget Acton Increasing Expense in the Local Transportation Account #3032-307-80111 by $3,508 for Fiscal Year 21-22 4/5th Vote Required

Jeannie Morvay-Clayton gave the staff report noting this item recognizes allocations from State Transit Funds. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Marshall Long, District III Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Adjourn LTC

10:12 AM Chair Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

10:12 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Treasurer-Tax Collector-County ClerkRES-2022-592**

Receive and Consider Request of Yosemite Resorts to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090; and Direct Staff to Return with Formal Resolution Memorializing the Board's Finding and Determination

Keith Williams gave the staff report. In response to a question from Supervisor Forsythe, Mr. Williams noted that there was a grace period given after the Ferguson Fire.

Public comment was received from Gerald Fisher/Yosemite View Lodge (Yosemite Resorts LLC), who noted the Oak fire was more chaotic than previous fires and noted that the letter spells out the circumstance. Board discussion ensued.

ACTION: The Board approved to waive the penalties.

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS:	Marshall Long

2. **Planning RES-2022-593**

Adopt a Resolution Initiating a County Code Amendment to Amend Mariposa County Code Chapter 18.05 - Post-Disaster Recovery, to Provide Additional Recovery Time for Displaced Residents and to Eliminate Requirements Related to Permitted or Legally Established Structures

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Dr. Eric Sergienko/County Health Officer, gave an update on the Oak Fire, noting there is a delay with the debris removal contract, the County is waiting for the contractor to provide bond and insurance. He also noted that the hazard tree removal Right of Entry (ROE) could be refused, and they are still looking at options.

Sarah Williams/Planning Director gave the staff report noting that this recommendation is coming from Code Compliance Advisory Committee (CCAC). She noted the recommended changes to the county code amendments are 1) Changing the initial applicable time provision from two years to five years with a maximum of 7 years; 2) eliminating the requirement that the temporary housing permit is for only individuals whose dwellings were permitted structures.

Public Comment was received by Karen Woblesky/Chair of CCAC, Adam McLane/Fire Case Manager, Alison Tudor/Executive Director of Alliance, Karen Smith/Community Member, and Nancy Kemp/CCAC Member, who all spoke in favor of this code change. Board discussion ensued

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

3. **Planning RES-2022-594**

Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Oak Fire

Sarah Williams gave the staff report noting the Board directed staff to bring this item forward. Ms. Williams also noted this resolution only applies to the Oak Fire, this would be effective immediately. She also noted there are two options the Board needs to choose from.

Public comment was received by Karen Smith, Adam McLane, and Tammi Richards who all encouraged the Board to vote to waive fees for all properties regardless of original permit status. Board discussion ensued.

ACTION: Chose "Option Two: owner payment waiver eligible for properties in the burn scar area, regardless of whether or not the residential development was permitted or legally established (evidence of the existence of residential development would need to be provided)" and made retroactive to August 1st, 2022 and extended the waiver period for 24 months.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **Administration/Community Development (ID # 13342)**

Discussion and Direction Regarding the Business Assistance/Microenterprise Loan Program

Dallin Kimble/County Administrative Office opened to highlight the work being done to help local businesses. He then introduced Tara Schiff/Economic Development Specialist, who gave a PowerPoint presentation and noted that this connected to the Oak Fire and what businesses have endured.

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Ms. Schiff noted there are several options the Board could opt for.

Option A - continue as low-interest loans.
Option B - Repayable below-market loans.
Option C - Provide forgivable loans (up to $35,000).
Option D - complete forgiveness loans; and
Option E - All applications must be brought to the Board for a decision case by case.

Public comment was received from Lori Dixon/Where the Wild Things Are Pre-School, Trevor Dixon who read a letter from Xav Dubois, and Sarah/business owner and resident who spoke in favor of complete forgiveness loans. Board discussion ensued.

DIRECTION: The Board opted for Option E, that each application comes to the Board for options chosen case by case. They also want to give priority to Oak Fire victims, which also includes those who sustained economic injury.

RESULT: INFORMATION RECEIVED

5. **Clerk of the Board of Supervisors (ID # 13391)**

Discussion and Direction Regarding Board Meeting Frequency

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

DIRECTION: Wait for the new Board in January 2023 and solicit more input from Department Heads.

RESULT: DIRECTION GIVEN

J. Items removed from Consent Agenda

None.

K. Closed Session

12:45 PM Chair Smallcombe recessed into closed session.

1. **Administration (ID # 13416)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

1:10 PM Chair Smallcombe reconvened the Board of Supervisors meeting and reported during closed session, information was received and direction was given.

Minutes Acceptance: Minutes of Oct 11, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

L. Board Information

None.

M. Adjournment

1:11 PM Chair Smallcombe adjourned in memory of Elinor Todd.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 11, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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http://www.mariposacounty.org/

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 18, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted that agenda item G.1 had been withdrawn and the County Administrative Officer would provide background during departmental presentations. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-595**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-596**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2022-597**

Minutes Acceptance: Minutes of Oct 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-598**

Approve an Overfill of the Accounting Technician III Allocation; Approve Changing the Account Clerk I/II Allocation to an Accounting Technician I/II in the Auditor Department, Effective Immediately

CA5. **Administration RES-2022-599**

Approve an Agreement with the Mariposa County Arts Council in the Amount of $71,000 to Provide Performing Arts, Visual Arts, Arts Resources and Education Services to the County; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Administration RES-2022-600**

Approve an Agreement in the Amount of $70,000 with the Mariposa County Fire Safe Council (MCFSC) to Provide Access to Additional Funds to Support MCFSC Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration/Human Resources RES-2022-601**

Approve Changes to the District Attorney Investigator Job Description by Converting This Classification into a Flexible Classification of District Attorney Investigator I/II; Set Salary Ranges for the Flex Classes; and Allocate Two District Attorney Investigator I/II Positions to the District Attorney's Office, Effective Immediately

CA8. **Board of Supervisors RES-2022-602**

Approve a Letter of Support to the Sierra Nevada Conservancy in Support of the American Indian Council of Mariposa County's (Southern Sierra Miwuk Nation) Sarah Priest Fuel Reduction Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA9. **Clerk of the Board of Supervisors 2022-99**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in September of 2022

CA10. **Clerk of the Board of Supervisors 2022-100**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in September of 2022

CA11. **District Attorney/Victim Witness RES-2022-603**

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa, a Subdivision of the State of California, and Mariposa County Victim Witness Services, a Division of the Mariposa County District Attorney's Office, for Office Space at 5085 Bullion Street; and Authorize the Board of Supervisors Chair to Sign the MOU

Minutes Acceptance: Minutes of Oct 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA12. **Public Works** **RES-2022-604**

Designate the Merry Mountain Christmas Parade and the Christmas Tree Lighting Events as County-Sponsored Events; Authorize the Public Works Director to Waive the Encroachment Application Fee of $168.00 and Sign the Application for a Caltrans Encroachment Permit in Support of Closing Highway 140, Between Jones and Third Street, on December 10, 2022, at 5:00 PM for the Annual Merry Mountain Christmas Parade and Tree Lighting Event at the Courthouse

E. Departmental Presentation

Dallin Kimble/County Administrative Officer, noted item G.1 had been withdrawn as County Counsel advised that the interim urgency ordinance was announced to be the best route. He noted that the item would most likely come back in January as they are moving forward with the study. In response to questions from Supervisors Menetrey and Forsythe, Mr. Kimble noted that the draft Request for Proposals (RFP) would hopefully come before the Board by November 8th, 2022, and once awarded, the study should take up to 6 months to complete. Both Supervisors Menetrey and Forsythe expressed that they did not want to see the moratorium ordinance come back until the study was finished and there was a new board.

Dr. Eric Sergienko/County Health Officer, gave an update on the Oak Fire Recovery noting Kendra Boyer is back full time and debris removal has officially begun and has already completed at ten sites. There are five removal teams that average roughly two properties a day. In response to a question from Chair Smallcombe, Dr. Sergienko noted that there are 129 Right of Entries (ROEs) that have been submitted and two ROEs for hazard tree removal.

Dr. Kristina Allen/Health Services Division Director, noted Dave Conway's last day was the previous Friday and Kerri Gibbons was promoted to fill the position.

Steven Ward/Cal Fire/Mariposa Fire Division Chief, updated the Board and public that there are no volunteer firefighters in the Greeley Hill Area as there has not been a volunteer since December of 2021. He also noted that the last piece of equipment had been removed from the Barn. He noted there are still two volunteers in Coulterville and five in Don Pedro. In response to a question from Supervisor Menetrey, Chief Ward noted that one of the new trucks is being striped and should be ready for use in December.

Jeremy Briese/Sheriff noted that his staff is donning the pink patches as they have partnered with Valley agencies to raise money for Breast Cancer Awareness Month. Sheriff Briese announced that individuals could purchase the patches and all funds go to the Marjorie E. Radin Breast Care Center in Clovis. He announced that September was a less busy month with only 1999 calls but noted the Jail was busy with sixty-six bookings. He also noted that between June and September, the Marijuana Enforcement Team hit 64 locations, made 42 arrests, confiscated 19 firearms, and removed over 50,000 + plants.

Kerri Kisela/Mariposa County Chamber of Commerce noted 80 cars registered for Cruise night, which packed downtown, which was great for downtown businesses. She noted the car show, which took place the day following cruise night, had 170 cars registered and 148 judged. She announced the overall winner was a 1968 Plymouth Barracuda, and the car show drew in 1000 + people.

Minutes Acceptance: Minutes of Oct 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

F. Public Comment on Non-Agenda Items

Jonathan Noel/Community member announced he was the Best in Class Winner of the Hot Rod and Custom Car show, he asked the Board to consider supporting him with a $1000 donation. He also gave kudos to Keri Kisela for her work in putting the show together.

Robert Kroon/Community member noted he grew up in Yosemite Valley, and back then, the Board was trying to keep the youth in the community. He stated that if the Board is still considering the Moratorium on Vacation Rentals, he urged them to look at the position it would put many in, especially those who are in the beginning phases of construction.

Mike Bruso/Community member, quoted Milton Freedman "If you put the government in charge of the Sahara, there would be a shortage of sand." He noted it was no surprise that there is a shortage of housing due to government intervention and stated it was disingenuous to focus a study on the Vacation Rental industry when there are other reasons there is a housing shortage.

Lyle (?)/Community member moved here to get out of the city and hopes to open a fly-fishing business. He urged the Board to look at all the factors and look into excluding outside residents as those who live here and love the area may use vacation rentals as a side source of income to remain in the area.

G. Regular Agenda Items

1. **Administration (ID # 13440)**

Waive the First Reading and Introduce an Ordinance Restricting the Acceptance of Vacation Rental Applications And/Or Issuance of Vacation Rental Certificates; and Find that This Action is Exempt from the California Environmental Quality Act (CEQA)

RESULT: WITHDRAWN

H. Items removed from Consent Agenda

None.

I. Closed Session

9:41 AM Chair Smallcombe recessed the Board into closed session.

1. **Board of Supervisors (ID # 13446)**

CLOSED SESSION: Public Employee Performance Evaluation[Government Code Section 54954.5]-Building Director

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

Minutes Acceptance: Minutes of Oct 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

4:25 PM Chair Smallcombe reconvened and reported during closed session information was received and direction given.

J. Board Information

None.

K. Adjournment

4:26 PM Chair Smallcombe adjourned in memory of Roger Krik Conley, Pearl Kosareff Grin, and Stephen Phillip Radanovich.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 25, 2022

A. 9:01 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Jeremy Briese/Sheriff acknowledged CA.10 and noted it was an honor to partner with Mariposa Safe Families and recognized the efforts and proactive approach taken to engage peers about the dangers of drugs. Sheriff Briese also noted this movement began in 1985, when a person gave his life in the fight against drugs.

Megan Atkinson/Executive Director of Mariposa Safe Families thanked the Sheriff and the Board for recognizing the efforts of these children. Ms. Atkinson introduced several children from Club Live, she then introduced Kyler Reig/Club Live President who noted one of the ways they share the message is red ribbon week. He gave an overview of projects they have for the youth to engage in what it means to be drug-free.

Vanessa Cummings/Public Health shared her thanks to the students for spreading this message, as 2 ½ million children are addicted to e-nicotine products, which contribute to fair and poor mental health. She parted with the statement, “Educating others helps break down the stigma,” and urged the public to visit www.mariposacounty.org/tabaccoeducation

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Supervisors Long, Forsythe, Menetrey, and Chair Smallcombe all noted their support for this item and thanked the youth for their efforts

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-605**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-606**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2022-607**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, August 16, 2022

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, August 23, 2022

CA6. **Board of Supervisors**

Approve the Minutes of Monday, August 29, 2022

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, August 30, 2022

CA8. **Board of Supervisors**

Approve the Minutes of Monday, September 12, 2022

CA9. **Health and Human Services** **RES-2022-608**

Add One Allocation of a Program Specialist I/II in the Health and Human Services Agency (HHSA) Transportation Unit; and Eliminate One Transit System Bus Driver Allocation in the HHSA Transportation Unit

CA10. **Sheriff's Office** **2022-101**

Proclaim the Week of October 23 through October 31, 2022, as "Red Ribbon Week"

CA11. **Sheriff's Office** **RES-2022-609**

Approve One Over-Hire of a Custodial Sergeant, Effective Immediately

E. Departmental Presentation

MaryAnn Huff/ Coulterville Visitors Center and History Center noted they still have visitors coming through, noting many visitors for the Farm and Ranch Tour. She expressed how much the motorbikes love coming to their area and how they like to call Bagby the “little dragon”. She announced that the visitors center was gearing up to present for a grant to grade their property and build an outbuilding. Ms. Huff also announced that the Coulterville Trunk or Treat would be held on October 29th.

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Dr. Kristina Allen/Division Director of Health Services, noted the vaccination team was in the Coulterville area today with vaccine and flu shots. In response to a question from Chair Smallcombe, Dr. Allen noted in the affirmative that the "test and treat" method was being used at the Optum Serve site.

Dr. Eric Sergienko/Air Pollution Control District, noted Alison Lee Deak, the Fire Advisor with the UC Extension, was hosting an event on November 7th, 2022, at 5:00 PM at the Grove House, which will be a meet and great to learn about prescribed fire.

Sheriff Briese reminds the Board that the Trunk or Treat in Coulterville is on the 29th and the Trunk or Treat in Mariposa is on Halloween.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. **Administration (ID # 13443)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko gave a brief update and noted that debris removal is moving quickly, with ten teams working on debris removal. He noted that as of this morning, thirty-one sites had been completed. He noted that regarding hazard tree removal, County Counsel is looking into what the risk is. Who is liable? And what it does to our funding. Supervisor Forsythe gave kudos to the contractors who are going above and beyond.

Chair Smallcombe asked if Dr. Sergienko would be coming back with the information on hazard tree removal; he noted in the affirmative after other statutes like the Streets and Highway Code were investigated.

RESULT: **INFORMATION RECEIVED**

Recess

9:37 AM Chair Smallcombe recessed for a brief break and reconvened at 9:39 AM.

2. **Planning RES-2022-610**

Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Agua Fire

Sarah Williams/Planning Director gave the staff report noting the "now therefore it be resolved" statement should quell the concern of making this a precedent. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. **Treasurer-Tax Collector-County ClerkRES-2022-611**

Approve a Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations in the Amount of $353,457 for the

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Implementation Cost of the Tyler Technologies Land Management System Software; and Authorize the Board of Supervisors Chair to Sign Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations

Keith Williams/Treasurer/Tax Collector/County Clerk gave the staff report, noting this is the third note; this particular one is for the Tyler Tech software. It was discussed during budget hearings as well as the presentations that it would be financed. No public comment. Supervisor Long noted he looks forward to this software being implemented.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **Administration** **RES-2022-612**

Approve Budget Action Establishing and Transferring Funds to a Capital Improvement Fund Within the Administration Budget for the Tyler Tech Software Implementation Expenses ($353,457) 4/5ths Vote Required

Dallin Kimble/County Administrative Office gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

5. **Administration** **RES-2022-613**

Approve Agreement with Coulter Cafe for the Operation of the North County Visitor Center for a Term of Thirty Two Months and in an Amount Not to Exceed $66,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report noting a Request for Proposals (RFP) was issued in August and September. After reviewing both, the three individuals on the reviewing committee are recommending the agreement be awarded to the Coulter Cafe. Public comment received from MaryAnn Huff/Coulterville Community member who noted that past contracts have always been 3 operating days. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

H. Items removed from Consent Agenda

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

None.

I. Closed Session

10:08 AM Chair Smallcombe recessed the Board into closed session.

1. **Administration (ID # 13441)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: Assessor Parcel Number 011-152-005; Negotiating Parties: Garry Robinson; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public comment.

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors (ID # 13476)**

CLOSED SESSION: Public Employee Performance Evaluation[Government Code Section 54954.5]-Building Director

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

11:00 AM Chair Smallcombe reconvened the meeting and reported that during both closed session items, information was received and direction was given.

J. Board Information

None.

K. Adjournment

11:01 AM Chair Smallcombe adjourned the meeting in memory of James Allen McGee and Lorena Faye Wass.

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 25, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

November 1, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Elizabeth Darcy the new Public Information Officer. Ms. Darcy noted she is excited to be here and thanked the Health and Human Services staff for building her up and teaching her what she knows.

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

Dallin Kimble/County Administrative Officer, commented on CA. 4 noting it includes, as a requirement for the grant, a business license, he noted “program administration gives right to tailor the guidelines” needed to be struck as that is a guideline of business enterprise but not micro-enterprise.

Chair Smallcombe announced CA.6, CA.7, and H.2 had been withdrawn, CA.9 has been removed for further discussion after the closed session. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-614**

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-615**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-616**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration/Community Development RES-2022-617**

Approve the Amendments to the Community Development Block Grant Business Assistance and Microenterprise Loan Fund Program Guidelines

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, September 13, 2022

6. Withdrawn from the consent agenda

7. Withdrawn from the consent agenda

CA8. **Clerk of the Board of Supervisors (ID # 13243)**

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

9. Removed from the consent agenda for a seperate vote

CA10. **District Attorney/Victim Witness RES-2022-618**

Approve Budget Action Transferring Funds Within the Victim Witness Budget for Upgrades to District Attorney Equipment Line to Enhance Security to the Victim Witness Section of the Building ($5,195)

CA11. **HHS/Public Health RES-2022-619**

Approve California Tobacco Control Program Acceptance of Allocation Agreement for Fiscal Year 2022-2023 in the Amount of $300,000; and Authorize the Health and Human Services Agency Director to Sign the Acceptance of Allocation Agreement; Authorize the Health and Human Services Agency Director to Sign Allocation Agreements for the Subsequent Two Fiscal Years If Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA12. **Public Works RES-2022-620**

Declare the Eighth Annual "Field of Service", a Veterans Day Event Organized by a 4-H Membership Group at the Museum and History Center from November 12, 2022 to November 19, 2022, as a County-Sponsored Event; and Waive All Associated County Fees

E. Departmental Presentation

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted that the skid steer and mini excavator have arrived at the fleet department for the fuel reduction program. He

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

is working on an MOU for Cal Fire to use the equipment. He noted the second CCI grant for the mastication heads are being processed.

Dallin Kimble announced that the County received $500,000 for technical assistance for broadband deployment; he thanked Rural County Representatives of California (RCRC) and Tara Schiff. In response to Chair Smallcombe, Mr. Kimble noted the acceptance will come before the Board once the paperwork is received.

Kari Kisela/Mariposa Chamber of Commerce gave the Clerk of the Board a flyer for the Christmas parade and noted they are in the midst of planning the parade and the Rotary is planning Santa's Village. She announced they are still accepting parade entries.

Joe Lynch/Health and Human Services Director announced Dr. Kristina Allen is the Division Director of Health Services which is the second level in the agency, and she is doing a fabulous job.

Jacob Hawley/Mariposa Visitors Center announced they are on track for meeting 20,000 visitors for 2022. Mr. Hawley noted the escape room alone has seen over 500 visitors. In 2021, the visitors center saw 15,000 visitors by the end of the year.

F. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley who noted he is not in favor of a study that only focuses on vacation rentals as the source of the housing crisis. He told a story of his grandfather and great-uncle, who were immigrants and milkers who made 30 dollars a month. He asked how in those times of major economic crisis (The Great Depression) could they afford a home, whereas today, individuals have more wealth and are unable to purchase a home. He noted his thought is massive intervention from the government. He expressed that if the Board was going to do a study, it should be on what the board does to assist and or deter.

Recess Board of Supervisors

9:22 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. AIR POLLUTION CONTROL DISTRICT

9:22 AM Chair Menetrey called the meeting to order.

Public Comment Period

No public comment.

APCD Regular Agenda

1. **Air Pollution Control District APCD-2022-4**

Approve Air Resources Board Subvention Program Fiscal Year 2022-2023 Grant Application in the Amount of $75,579; Authorize the Air Pollution Control Officer to Sign the Application and Other Documents Pertaining to Thereto (Subject to Approval as to Legal Form by County Counsel); and Authorize the Air Pollution Control Officer to Apply and Execute

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Documents for the Air Pollution Subvention Program for the Subsequent Four Fiscal Years If Conditions and Amounts Remain the Same (Subject to Approval as to Legal Form by County Counsel)

Dr. Eric Sergienko/Air Pollution Control Officer announced this has been in place since the 70's and is an annual item. No public comment.

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

Adjourn APCD

9:25 AM Chair Menetrey adjourned the meeting of the Air Pollution Control District.

Reconvene as Board of Supervisors

9:26 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Administration (ID # 13463)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Sergienko gave a quick update noting the item discussed last week for hazard tree removal; OES and Staff met after the meeting to discuss that topic; if we allowed individuals to pick and choose which trees come down, we would not be eligible for CDAA funding. This also means that if we allow a tree to recover the county would not be able to do cost recovery. Dr. Sergienko noted if a property owner does not agree with the arborist, a forester could come out to discuss each tree. For property owners interested in that route, call the Debris Removal Operation Center (DROC) at 209-247-7821 or speak to a case manager. He also announced 48 parcels are completed in regard to debris removal. No public comment.

RESULT: **INFORMATION RECEIVED**

2. **Building (ID # 13470)**

Waive the First Reading and Introduce an Ordinance Titled "Amending Chapters 15.10 and 15.30 of the Mariposa County Code"

RESULT: **WITHDRAWN**

3. **Fire RES-2022-621**

Approve the Submission of a Grant Application for the 2022 CAL FIRE County Coordinator Position for Mariposa County through the California Fire Safe Council; Approve a Letter of Support for Mariposa County's 2022 CAL FIRE County Coordinator Grant Application; and Authorize the Board of Supervisors Chair to Sign the Letter

Chief Ward gave the staff report and noted this is a request for a coordinator for

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

fuel and fire reduction grants. No public comment. Board discussion ensued.

AMENDED: Change the request to the maximum amount of $175,000.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

I. Board Information

None.

J. Closed Session

9:45 AM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel (ID # 13495)**

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

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 13491)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

No public comment.

RESULT: **CLOSED SESSION HELD**

K. Report out

10:30 AM Chair Smallcombe reconvened and reported during closed session, item 1, information was received and for item 2, information was received and direction was given.

L. Items removed from Consent Agenda

1. **Tuesday, September 20, 2022**
2. **Tuesday, September 27, 2022**
3. **County Counsel RES-2022-622**

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Reject Claim No. C22-5 Filed by John Riggs DBA Riggs Excavation in the Amount of $500,000; and Authorize the Board of Supervisors Chair to Sign the Notice of Rejection

Steve Dahlem/County Counsel noted the recommendation is to reject the claim. No public comment.

CORRECTION: Claim number is C22-6.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

M. Adjournment

10:33 AM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

November 8, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted CA.15 has been withdrawn, G.3 has been withdrawn, G.5 requires a 4/5th vote, and item K. "Minutes Approval" located after adjournment was placed on the agenda in error. No public comment.

Chair Smallcombe asked a question on CA.8, Julie Simms/Health and Human Services Agency noted the “temporary” language is because they need a temporary housing permit under Tile 18.05 of county code to reside in a trailer.

Supervisor Forsythe noted that for CA.13 and CA.14 that the public should not take the inference that the approval of these actions is the Board approving or disapproving of the project, nor is the county funding the project. He asked that Sarah Williams/Planning Director confirm, she did confirm the above and noted these actions are to ensure there are adequate facts to process the application. She noted the county’s coffers will not be paying for any part of this project.

In regards to Chair Smallcombe, Ms. Williams noted we could not commit to their deadline due to a staffing shortage in the planning department and noted the Planning Department has to review applications, it is a property owner’s right to have

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

documents reviewed.

Supervisor Long noted he is glad to see these contracts come forward and noted when he met with KOA they are dedicated to working with the county and community to make this project happen.

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

CA1. **Health and Human Services** **RES-2022-623**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-624**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2022-625**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration** **RES-2022-626**

Approve Transfer of One Full Time Equivalent Administrative Technician Confidential Allocation from Administration / Human Resources to the Auditors Office Effective Immediately

CA5. **Administration/Community Development** **RES-2022-627**

Accept a $500,000.00 Grant Award from the California Public Utility Commission (CPUC) to Fund a Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Government Agency Taxpayer ID Forms

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, September 20, 2022

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, September 27, 2022

CA8. **Health and Human Services** **RES-2022-628**

Ratify Memorandum of Understanding (MOU) Between the County of Mariposa and the City of Antioch (Antioch) to Transfer Ownership to Mariposa County of the Five (5) Trailers Identified by VIN Number

CA9. **HHS/Behavioral Health & Recovery Services** **RES-2022-629**

Approve Third Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Behavioral Health & Recovery Services** **RES-2022-630**

Approve Addendum to Memorandum of Understanding (MOU) with California Health and Wellness Plan to Coordinate Patient Physical and Behavioral Health Care Services; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA11. **HHS/Behavioral Health & Recovery Services** **RES-2022-631**

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Amendment to Multi-Year Agreement with Aegis Treatment Centers, LLC to Provide Outpatient Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **HHS/Public Health** **RES-2022-632**

Approve Joint Exercise of Powers Agreement for Implementation, Operation, and Management of Emergency Medical Services System in the Counties of Alpine, Amador, Calaveras, and Mariposa (Mountain Counties EMS Agency); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Planning** **RES-2022-633**

Approve Agreement to Pay for Services with Kampgrounds of America, Inc; Approve Agreement with J. B. Anderson Land Use Planning for Contract Planning Staff to Process Applications Filed by KOA for "Yosemite KOA" Project; Authorize the Board Chair to Sign the Agreements; and Approve the Budget Action for Creation of the Project Fund and Increasing Revenue and Appropriations in the Project Fund Professional Services and Fund Account for This Project ($97,266.00) 4/5ths Vote Required

CA14. **Planning** **RES-2022-634**

Approve Agreement to Pay for Services with Kampgrounds of America, Inc; Approve Agreement with J. B. Anderson Land Use Planning for Contract Planning Staff to Process Applications Filed by KOA for "Terramor Outdoor Resort" Project; Authorize the Board Chair to Sign the Agreements; and Approve the Budget Action for Creation of the Project Fund and Increasing Revenue and Appropriations in the Project Fund Professional Services and Fund Account for This Project by ($97,266.00) ($95,582.00 for Professional Services and $1684.00 for Staff Administration) 4/5ths Vote Required

15. Item withdrawn from the consent agenda

E. Departmental Presentation

Shannon Hansen/Public Works Director gave an update on the Darrah Bridge project noting they are working to get it done by the beginning of the year. She announced the Tennis Court project is moving, the contractor is working on the drainage and lighting. She announced that the North County Solid Waste station will have its "Bulky Drop-Off" event on December 1st from 8:00 AM to 2:00 PM in Coulterville.

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted we are still in restricted burning season and noted the pile size is 4 x 4 for residential fire, and a LE5 permit can be obtained to burn larger piles. In regard to a question from Supervisor Forsythe, Chief Ward noted to obtain a LE5 permit they can go to a local Cal Fire State or obtain a LE62 permit on the Cal Fire website.

Jeremy Briese/Sheriff briefed the board on many community events that have taken place and gave a shout-out to his staff and volunteer units who provided security to make sure these are safe events. He announced the Jail staff will be hosting a training that will have the ability to network with others and come together

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

for a common goal of rehabilitation. Sheriff Briese noted they are working with Alliance with the Sheriff Foundation to help the Oak Fire survivors and gave a highlight on the EOC and county team.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. **Administration (ID # 13464)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer noted that the 1st property was returned to the property owner on Friday, and seven more are slated to be returned pending soil testing. He announced that the State would follow our blended model moving forward with disasters like ours. He noted that at some point, they would need to stop intaking Rights of Entries (ROEs) and asked if the Board would be okay with making that cut on November 18th.

Public comment was received from Jonathan Noel, who asked if all the trees marked with blue ribbons were set to be cut. He suggested the County contact the homeowner as he had issues with arborists who wanted to cut oaks that were still good. Chair Smallcombe responded and noted there is a process in place for homeowners who disagree about a tree. Dr. Sergienko elaborated and noted that the homeowner could contact the Debris Removal Operation Center (DROC) or their case manager to request a forester to evaluate. He also noted that if a tree is marked for removal, they cannot wait to cut it down as they would risk no reimburse

DIRECTION: the Board directed staff to no longer accept Right Of Entries for Oak Fire Recovery on Friday, November 18th, 2022.

RESULT: **DIRECTION GIVEN**

2. **Planning 2022-ORD-1180**

Waive the Second Reading and Adopt an Ordinance Titled Amending Chapter 18.05 Post Disaster Recovery in Mariposa County Code Title 18 Miscellaneous Land Use Regulations

Sarah Williams gave the staff report and noted the Board directed staff on October 11th, to bring this item forward.

Public Comment received from Adam McLane/Fire Case Manager who was in support of amendments 1 through 5. He did not favor amendment 6 and asked that it be struck.

Kudos were given to staff by Supervisor Forsythe.

RESULT: **INTRODUCED [UNANIMOUS] Next: 11/22/2022 9:00 AM**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. **County Counsel (ID # 13458)**

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adopt a County Workplace Violence Prevention Policy

RESULT: **WITHDRAWN**

4. **Administration** **RES-2022-635**

Approve a Request for Qualifications (RFQ) for a Study of Short-Term Rental (STR) Properties in Mariposa County

Dallin Kimble introduced the item and noted staff was directed by the Board to bring this item forward. Ben Goger/Housing Development Specialist gave the staff report. No public comment. Board discussion ensued.

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

5. **Administration** **RES-2022-636**

Approve Budget Action Reestablishing a Reserve Fund for Roads (Fund 7704 Heavy Equipment Replacement) in FY22 ($1,387,532) 4/5ths Vote Required

Dallin Kimble gave the staff report noting these funds are being removed from the reserve and put it into the savings to help with replacement of vehicles and heavy equipment. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

6. **Administration/Community Development (ID # 13496)**

Discussion and Direction Regarding a Micro Enterprise Loan Application for the Lemon Drop Retail Store

Dallin Kimble introduced this item and noted that this is a follow-up to a previous board direction. The Board had directed staff to come back with each application for case-by-case consideration.

Tara Schiff/Economic Development Specialist, gave the staff report and noted it is her pleasure to bring the first Micro Enterprise Loan in which the business Lemon Drop is requesting a $50,000 loan with forgiveness at issuance. Staff recommends a $50,000 loan with a 10-year term at 2% interest. No public comment.

Board discussion ensued.

DIRECTION: Staff is to bring back the agreement for a $50,000 loan for a 10-year term at a 2% interest rate and possible forgiveness after a year.

RESULT: **INFORMATION RECEIVED**

7. **Administration/Community Development (ID # 13450)**

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Discussion and Direction Regarding a Business Assistance Loan Application for Where the Wild Things Play Preschool

Tara Schiff gave the staff report. The applicant is requesting forgiveness at issuance, they have been impacted by the Oak Fire and had to move pre-school. Staff is recommending 2% with a 10-year term for the $100,000. No public comment. Board discussion ensued.

DIRECTION: Staff is to bring back the agreement for a $100,000 loan for a 15-year term at a 2% interest rate and possible forgiveness after a year.

RESULT: **INFORMATION RECEIVED**

Recess

11:02 PM Chair Smallcombe recessed the Board for a brief break and reconvened at 11:06 PM.

8. **Clerk of the Board of Supervisors** **RES-2022-637**

Approve Amendments to the Committee Policy, Effective Immediately

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

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

H. Items removed from Consent Agenda

1. **Treasurer-Tax Collector-County Clerk(ID # 13461)**

Accept Yosemite Resorts Payment for Transient Occupancy Taxes in the Amount of $426,205.40

RESULT: **WITHDRAWN**

I. Board Information

Information received.

J. Adjournment

11:14 AM Chair Smallcombe adjourned in memory of Katherine Barnes and Joseph N. Barnett.

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

November 22, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Excused	9:00 AM
Marshall Long	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

Vice-Chair Menetrey led the pledge.

C. Introductions

Kari Kisela/Mariposa Chamber of Commerce introduced her son Kasen Kisela.

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

Public comment was received by Joe Lynch/Health and Human Services Agency Director, who wanted to recognize the Adoption Awareness Month proclamation. He noted 4 years ago, adoption was done in another county, it was brought back, and is now done in Mariposa County.

Supervisors Long and Forsythe commented on CA.7 both noted the poor service and issues that plague that area with service. Supervisor Forsythe urged the public to write their own letters to the Public Utility Commission on this important issue.

Vice-Chair Menetrey called attention to CA. 21 and noted the closure date is a different date of closure due to the holiday being on a Sunday.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

CA1. **Health and Human Services** **RES-2022-638**

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-639**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-640**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-641**

Approve the First Amendment to Agreement ADMIN - CAEHA Mariposa Oak Fire Contract Combined; to Increasing the Amount by $90,000, to a New Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Administration/Human Resources RES-2022-642**

Approve an Amendment to the Agreement with Wendi Brown Creative Partners (WBCP) for Interim HR Consulting Services Increasing the Amount by $40,000 for a New Not-To-Exceed Amount of $100,000; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve a Budget Action Moving Funds Within the HR Budget to Support the Amendment ($100,000)

CA6. **Assessor-Recorder RES-2022-643**

Ratify Amendment Three of the Agreement with Avenu Enterprise Solutions, LLC for Technology Products and Services for Document Recording Equipment Maintenance

CA7. **Board of Supervisors RES-2022-644**

Approve a Letter of Support to the Public Utilities Commission (PUC) for the Lack of Service from TDS Within District Three (Supervisor Long); and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. **Clerk of the Board of Supervisors 2022-102**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in October of 2022

CA9. **Clerk of the Board of Supervisors 2022-103**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October of 2022

CA10. **Clerk of the Board of Supervisors RES-2022-645**

Ratify the Assessor-Recorders Signature on a Representation Agreement with Rutan and Tucker for Legal Services on the Matter of Yosemite Hospitality, LLC Property Tax Appeal

CA11. **District Attorney RES-2022-646**

Approve First Amendment to the Three-Year Agreement with Hoffman Electronic Systems for Alarm System and Monitoring, Camera System and

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Monitoring, and Access Control and Monitoring for the District Attorney's Office Building; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Fire RES-2022-647**

Approve an Amendment to Agreement with NBS Extending the Term to June 30, 2023, to Provide Consulting Services for the Development of a Fee Schedule for County Fire Prevention Inspector I/II and Collections Processes, in an Amount Not to Exceed $12,695; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Fire RES-2022-648**

Approve the Volunteer Fire Assistance Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) 7GF22319 for Personal Protective Clothing and Equipment; and Adopt a Resolution Authorizing the Fire Chief to Execute the Grant Agreement and Any Amendments Thereto (Subject to Approval as to Legal Form by County Counsel)

CA14. **Fire RES-2022-649**

Approve Budget Action Transferring Funds Within the County Fire Budget to Allow Payment and Reimbursement of Grant Purchased Fuel Reduction Equipment in the Amount of $267,842

CA15. **Health and Human Services RES-2022-650**

Approve the Allocation of One Full Time Senior Administrative Analyst Position in the Health and Human Services Agency (HHSA) Administration Division, Effective November 1, 2022

CA16. **Health and Human Services RES-2022-651**

Ratify the Health and Human Services Agency Director's Signature on Sub-Recipient Agreement 1091-21-0003 with the Calaveras-Mariposa Community Action Agency (CMCAA) to Perform Scope of Work Related to Community Services Block Grant (CSBG) in the Total Amount Not to Exceed $30,000

CA17. **Health and Human Services RES-2022-652**

Approve Vendor Agreement 21-ESG 16035 with Amador Tuolumne Community Action Agency (ATCAA) to Provide Services for Emergency Solutions Grant (ESG) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services 2022-104**

Proclaim the Month of November, 2022, as "Adoption Awareness Month"

CA19. **Planning 2022-105**

Recognize the Service of Irene Vasquez on the Creative Placemaking Strategy Advisory Committee) (Supervisor Smallcombe)

CA20. **Public Works RES-2022-653**

Authorize Public Works to Waive the Encroachment Permit Fee of $168.00 for the Lushmeadows Lights on December 9, 2022 from 5:00 Pm to 9:00 PM Put on by the Woodland Elementary Booster Club.

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA21. **Public Works RES-2022-654**

Authorize the Public Works Solid Waste and Recycling Division to Close to the Public on Saturday, December 24Th and Saturday, December 31St

CA22. **Public Works RES-2022-655**

Approve Fifth Amendment to Agreement with Murraysmith/Consor (Formally Quincy Engineering) for Engineering Services on the Oak Grove Road Over Striped Rock Creek Bridge Project to Change the Name of the Company, Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Board Recognitions

1. **Administration/Community Development 2022-106**

Proclaim November 26, 2022 as Small Business Saturday

Tara Schiff/Economic Development Specialist gave the staff report and noted that small businesses are the cornerstone of the community.

Public comment was received from Kari Kisela who noted it is a day to celebrate small businesses. She noted the participating businesses are Made in Mariposa, several Downtown shops including Chocolate Soup, Mae it be Home, Lone Wolf, and Brick Wall Boutique. She also noted the library will be selling books for books galore.

Supervisor Long thanked them for this item and looks forward to Small Business Saturday.

Vice-Chair Menetrey presented the proclamation to Ms. Schiff and Ms. Kisela.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Planning 2022-ORD-1180**

Waive the Second Reading and Adopt an Ordinance Titled Amending Chapter 18.05 Post Disaster Recovery in Mariposa County Code Title 18 Miscellaneous Land Use Regulations

Sarah Williams/Planning Director gave the staff report. No public comment.

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

2. **Administration (ID # 13465)**

Discussion and Direction Regarding Oak Fire Recovery

Wes Smith/Mariposa County Office of Emergency Services noted that today's meeting date is the 4th month since the Oak Fire ignited. The county is ahead of schedule and gave an update on the Oak Fire Recovery. He noted the policy group is working with Cal OES with insurance, property owners will be notified, as will their insurance. 110 sites have been completed, nine more sites are scheduled for walks, and twenty-eight properties have been returned to their owner. The county has not yet received official notice of cost share from the State as of yet. No public comment. Supervisor Forsythe noted the tremendous effort by the team and asked his thanks to be conveyed.

RESULT: **INFORMATION RECEIVED**

3. **Administration RES-2022-656**

Adopt a Resolution Approving the Adoption of the Community Development Block Grant Single-Family Housing Rehabilitation Program Guidelines (As Approved to Form by County Counsel)

Ben Goger/Housing Development Specialist gave the staff report. In response to a question from Supervisor Long, Mr. Goger noted this was not available at the time of the Detwiler Fire. In response to a question from Supervisor Forsythe, Mr. Goger noted he would like to work with fire case managers and community members to get the word out about this program. Mr. Goger gave telephone number 559-651-1000 which individuals can call if hey are interested.

Public comment was received from Jonathan Noel who noted he would like to see the Mariposa Gazette put in a good article for this program.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

4. **Administration RES-2022-657**

Adopt a Resolution Approving a Community Development Block Grant (CDBG) Application for Single-Family Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Application, the Standard Agreement, and Any Other Documents or Amendments Relative to This Grant (Subject to Approval as to Legal Form by County Counsel)

Ben Goger gave the staff report. No public comment.

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

5. **Administration** **RES-2022-658**

Appoint Steve Engfer as Interim Planning Director Effective December 3, 2022 at a Salary of $12,444.22 Per Month

Dallin Kimble/County Administrative Office gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

I. Items removed from Consent Agenda

None.

J. Closed Session

Vice-Chair Menetrey read out the closed session items. No public comment was received on item one. On closed session item 2, public comment was received by Jonathan Noel who asked what the requirements were to be a librarian. Vice Chair Menetrey noted those requirements were available on the website.

9:50 AM Vice-Chair Menetrey recessed the Board into closed session.

1. **Administration** **(ID # 13471)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

RESULT: **CLOSED SESSION HELD**

2. **Administration** **(ID # 13472)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

RESULT: **CLOSED SESSION HELD**

Report Out

10:00 AM Vice-Chair Menetrey reconvened the meeting and reported that during both closed session items, information was received, and direction was given.

K. Board Information

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Information received.

L. Adjournment

10:02 AM Vice-Chair Menetrey adjourned in memory of James D. Wagoner, Catherine Bernice Shields, and Larry David Dondero.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Vice-Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

November 29, 2022

SPECIAL MEETING

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Regular Agenda

1. **Health and Human Services** **RES-2022-659**

Approve Homeless Housing, Assistance and Prevention (HHAP) Round 4 Guidance and Best Practices Commitment

Joe Lynch/Health and Human Services Agency Director, gave the staff report and noted this is round number four. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. **Administration** **RES-2022-660**

Minutes Acceptance: Minutes of Nov 29, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adopt Balancing Adjustments for Fiscal Year 2022-2023 Adopted Budget
4/5ths Vote Required

Dallin Kimble/County Administrative Officer thanked the other departments for their cooperation and their assistance with getting this together, and he turned it over to Leigh Westerlund/Assistant County Administrative Officer, who gave the staff report and a PowerPoint Presentation.

Two attachments were received from Ms. Westerlund, the 1st was a spreadsheet of changes made after packet generation. The second spreadsheet was a second amendment that split the funds dedicated to the two Capital Improvement Projects into two separate accounts at the request of Supervisor Menetrey. The spreadsheets attached are labeled.

Public comment was received from Jonathan Noel/Community Member who asked how the County let the cost of the Utility Districts get so low and questioned why the County would be loaning money to get the districts out of the hole. Mr. Noel also noted if the County will be loaning money, there needs to be an assured re-payment plan.

Mike Bruso/Bear Valley questioned the extra $500,000 for benefits, He asked if they were funded or unfunded. He also announced he disagreed that a county could invest, noting it's just expenditures.

Jacob Hawley/Mariposa Resident thanked staff for what they do. Mr. Hawley asked that contracts be kept to county businesses and noted in regard to the utility districts that the users of the districts understand they have to pay for what it costs.

Chair Smallcombe noted in regard to Mr. Noel's question, noting that previous boards did not take action for rate increases.

Dallin Kimble addressed Mr. Bruso's comment and noted that the $500,000 is post-employment benefits for individuals who are retired and have worked for the County for over ten years. Luis Mercado/Auditor, jumped in and noted that the County does fund the pensions through Cal Pers, which includes unfunded liability.

10:35 AM Chair Smallcombe recessed for a brief break and reconvened at 10:41 AM.

Board discussion ensued.

AMENDED: The Board adopted the balancing adjustments as amended with the corrections on the 2nd excel sheet included in the final budget.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

D. Closed Session

11:09 AM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel (ID # 13579)**

Minutes Acceptance: Minutes of Nov 29, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

No public comment

RESULT: **CLOSED SESSION HELD**

Report out

11:26 AM Chair Smallcombe reconvened the meeting and reported that during closed session, information was received and direction given.

E. Adjournment

11:26 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 29, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

December 13, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe announced CA.12 has been withdrawn, commented on CA.10 thanking the Public Works team for moving this item forward, and CA.11 noting the people of El Portal and Incline Road will be thrilled for the progress on this project.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

CA1. **Health and Human Services** **RES-2022-681**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-682**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA3. **Sheriff's Office RES-2022-683**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **County Counsel 2022-108**

Accept Resignation and Recognize Richard Mills for His Service on the Mariposa County Safety Committee; and Appoint Yvonne Anthony as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023

CA5. **Health and Human Services RES-2022-684**

Approve an Agreement with the University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency Staff in an Amount Not to Exceed $171,026.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-685**

Approve First Amendment to Agreement with CF Merced, LLC for Psychiatric Hospitalizations Increasing Cost Rates for an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Probation RES-2022-686**

Approve Agreement with Howard Glidden, PhD for Professional Neuropsychological Evaluation Services in an Amount Not to Exceed $20,000 Per Year for Five Years; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Public Works RES-2022-687**

Approve First Amendment with Fehr & Peers for the Local Road Safety Plan Extending the Term of Agreement to December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Public Works RES-2022-688**

Approve a Fourth Amendment with Dewberry for Engineering Services on White Rock Road Over Mariposa Creek Bridge (40C0032) Extending the Term of Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Public Works RES-2022-689**

Approve a Third Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase I to Extend the Term of the Agreement to December 31, 2025, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works RES-2022-690**

Approve Fourth Amendment and Name Change from Quincy Eng. Inc. to Consor North America, Inc. for Moss Canyon Bridge (Bridge No. 40C0064)

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Replacement Project and Extend the Term of Agreement to December 31, 2025; Authorize the Board of Supervisors Chair to Sign the Amendment

12. Withdrawn

CA13. **Public Works** **RES-2022-691**

Designate the Christmas Tree Lighting at the Courthouse as County-Sponsored Event; Authorize the Public Works Director to Waive the Encroachment Application Fee of $168.00 for the Closing of Ninth Street on December 17, 2022, at 5:00 PM.

CA14. **Sheriff's Office** **RES-2022-693**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Emergency Management Performance Grant Program; and Accept the Allocation of $129,645; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA15. **Sheriff's Office** **RES-2022-694**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Homeland Security Grant Program; and Accept Grant Funding When and If the Application is Approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **Treasurer-Tax Collector-County Clerk** **RES-2022-700**

Approve the Appointment of Michael Cleary, Frank Mock, and Gordon Dulcich as Members to the Mariposa Public Utility District Board of Directors, Pursuant to Elections Code Section 10515 (A)

CA17. **Treasurer-Tax Collector-County Clerk** **RES-2022-701**

Approve the Appointment of Timothy McGinty and Charles Barry Green to the Yosemite Alpine Community Service District Board of Directors, Pursuant to Elections Code Section 10515 (A)

CA18. **Treasurer-Tax Collector-County Clerk** **RES-2022-702**

Accept the Certified Results of the General Election Held on Tuesday, November 8, 2022; Adopt a Resolution Declaring Elected Those Persons Under the Board of Supervisor's Jurisdiction.

E. Departmental Presentation

Shannon Hansen/Public Works and Transportation Director provided an update on the roads over the weekend during the storm noting the Oak Fire burn scar fared well. Ms. Hansen advised that West Whitlock Road has been closed since Sunday and will reopen Wednesday, December 14th. She thanked her Road and Facilities staff for their hard work with the roads and snow plowing.

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Chief Steve Ward/Cal Fire - Mariposa County Fire advised that as of Monday, December 19th Cal Fire will be reducing staff to 2 staff members for most fire stations. Chief Ward acknowledged retired Mariposa County Fire Chief Blaine Schultz who recently passes away, noting that he was well respected and instrumental in providing support for the volunteers, and announced that Chief Schultz's services will be on Sunday, December 18th at 1:00 pm at the Mariposa County Fair Grounds. Chief Ward gave a shout out to Public Works for their roads and facilities staff support.

Keri Kisela announced a ribbon cutting ceremony for Uncle Bingo Skate Shop to be held on Saturday, December 13th at 3:00 pm.

Jacob Hawley/Mariposa Visitors Center Operations Manager provided an update on the number of visitors this year and noted the Escape Room is taking off this year. Mr. Hawley advised travel in the Yosemite National Park right now is R2 (Chains of traction devices are required on all vehicles except four-wheel/all-wheel drive vehicles with snow-tread tires on all four wheels) and noted Yosemite National Park is planning to open Badger Pass Ski Area on December 16th. Mr. Hawley gave kudos to the down town merchants for their display of lights this year and provided the hours of operation for the Visitors Center of winter months 8:00 am to 5:00 pm and starting in May 8:00 am to 7:00 pm for anyone interested in the Made in Mariposa store.

Dallin Kimble/County Administrative Officer complimented the road department crew for their hard work, noted Angela Nicholson has been hired as the Interim Human Resources Manager and provided information on her background. Mr. Kimble advised that Joe Lynch/Health and Human Services Director was notified they will be receiving an award for the Creek Side Terrace project from CSAC (California State Associations of Counties), and advised the library will be closed on December 24th.

Keri Kisela commented on CA-13 inviting the public to the Tree Lighting Ceremony at the Mariposa County Court House where Santa will be joining, hot cocoa will be available and a bon fire will be lit on Saturday, December 17th at 5:00 pm.

F. Public Comment on Non-Agenda Items

Jim Evans gave thanks for investing in the Housing Trust Fund, and for the recent changes to the disaster relief ordinance.

Marvin Wells provided a small bag containing fake frogs to Supervisor Forsythe, noted that he had the virus vaccine and ended up in the hospital the next day. Mr. Wells asked that the East Whitlock at Yosemite Oaks Road have the brush cleared that is impeding on the road for public safety. Shannon Hansen/Public Works and Transportation Director advised that Public Works would take care of it.

G. Regular Agenda Items

1. **Agricultural Commissioner (ID # 13605)**

Presentation of the 2021 Mariposa County Agricultural Crop & Livestock Report

Monica Nielson/Agricultural Commissioner - Sealer introduced Mikaela Williams

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Cory/Agricultural and Standards Inspector who presented the 2021 Mariposa County Agricultural Crop & Livestock report and noted that during the Oak Fire it was discovered that there are many more ranches and ranchette's than they were aware of, and they plan to improve on documenting these. No public comment. Board discussion ensued relative to the livestock scales and scales at the landfill, educating the public on noxious weeds, and timber permits. Ms. Nielsen noted that this is a rough draft of the report which will be printed and be made available at the Agricultural Commissioner and Sealer office, in addition to being available on their website today.

RESULT: INFORMATION RECEIVED

2. **HHS/Public Health RES-2022-703**

Approve Agreement with California Department of Public Health (CDPH) for the Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding Allocation Agreement No. 22-10659, for Fiscal Years 2022-2027 in the Amount of $989,160; and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments to Secure Funding (Subject to Approval as to Legal Form by County Counsel)

Dr. Kristina Allen provided the staff report noting the agreement is a 5-year term and comes before the Board every 5 years. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

3. **Administration 2022-109**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/Public Health Officer provided an update on the Oak Fire recovery noting the initial debris removal has been completed and advised that some properties are still in the soil testing process and may require re-scraping once testing is complete. The heavy lifting for debris removal is done and they are now moving to tree removal. Dr. Sergienko advised there will be some delay for property owners on archaeological sites due to the required permitting process, he then explained the process. Discussion ensued relative to expenditures, 25% cost share waiver request, the Building department portion of the process, inviting PG&E to the next Board of Supervisors meeting, the PG&E online application, and the possibility of a letter to PG&E. During public comment Adam McLane/Alliance for Community Transformations provided an update on the temporary housing trailers.

RESULT: INFORMATION RECEIVED

H. Items removed from Consent Agenda

None.

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

1. **Public Works (ID # 13583)**

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State Fuel Flowage Fees for Cal Fire Helicopters During the Oak Fire ($82,000) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/20/2022 9:00 AM

Recess

10:22 AM Chair Smallcombe recessed the meeting and reconvened at 11:00 AM

I. Closed Session

1. **Administration (ID # 13599)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Planning Director

No public comment.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 13591)**

CLOSED SESSION - Conference with Legal Counsel: Existing Litigation; Lora Bellefeuille V. County of Mariposa; WCAB No. ADJ10265931

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

12:25 PM Chair Smallcombe reconvened and reported that Information was Received, and Direction was Given for Closed Session items I.1 and I.2.

Recess

12:26 PM Chair Smallcombe recessed the meeting for lunch.

J. 2:00 PM Reconvene

1. **Planning RES-2022-704**

PUBLIC HEARING: Adopt a Resolution Approving Land Conservation Act (LCA) Contract Application No. 2022-174 and Zoning Amendment Application No. 2022-175 with a General Plan Land Use Reclassification. APNs 001-030-038, 001-030-039,001-030-042. Ollimac Land and Cattle LP, Owner/Applicant, Robert Morelli, Agent

Steve Engfer/Interim Planning Director introduced Katy Casner/Planner presented the staff report. Public comment was provided by Rob Morelli the applicant

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

who made himself available for any questions. Board discussion ensued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Marshall Long, District III Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED:	Miles Menetrey

2. **Planning (ID # 13569)**

Waive the First Reading and Introduce an Ordinance Amending the Mariposa County Zoning Map Assessor Parcel Number (APN) 001-030-038, APN 001-030-039 and APN 001-030-042 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to Zoning Amendment No. 2022-175, Ollimac Land and Cattle LP, Owner/Applicant; Robert Morelli, Agent

Katy Casner noted that the previous item staff report also covers this item. No public comment.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 1/10/2023 9:00 AM**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED:	Miles Menetrey

3. **Planning RES-2022-705**

PUBLIC HEARING: Adopt a Resolution Accepting the 2021 General Plan Annual Report Plan and Approving the 2022 General Plan Amendments Schedule, Including a Finding the Action is Exempt from Environmental Review, County Project No. 2022-009

Steve Engfer presented the staff report. No public comment. Board discussion ensued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED:	Miles Menetrey

K. Board Information

Information received.

L. Adjournment

2:59 PM Chair Smallcombe adjourned the meeting in memory of Blaine Schultz.

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Dec 13, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Tourism Bureau Annual Report 22/23

RECOMMENDATION AND JUSTIFICATION:
Receive the Fiscal Year 2022-2023 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB).

Pursuant to Streets and Highways Code Section 36650, the YMCTB is required to report annually on its operations and is to file the report with the clerk of the legislative body.

Attached is the YMCTB's Fiscal Year 2022-2023 report that was received by the Clerk of the Board on December 7th, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The YMCTB was first formed by the Board of Supervisors for a five year term on April 1, 2008, with resolution 2008-129 under provisions contained within California's Streets and Highways Code (S&H).

Under those same S&H provisions, the YMCTB was extended for an additional five years by Resolution 2013-162 on April 23, 2013; and later for a ten year term via the adoption of Resolution 2018-186 on April 24, 2018.

Since its initial formation, the YMCTB has reported annually to the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being sought.

ATTACHMENTS:
Streets and Highways Code Section 36650 (PDF)
2022-2023 Annual Report FINAL (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

STREETS AND HIGHWAYS CODE

Section 36650

36650. (a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

(Amended by Stats. 2014, Ch. 240, Sec. 20. (AB 2618) Effective January 1, 2015.)

Attachment: Streets and Highways Code Section 36650 (13623 : Tourism Bureau Annual Report 22/23)



Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

Dear Lodging And Business Partners,



This fiscal year continued to be impacted by the pandemic. COVID-19 remained a focal point for all and a significant impediment to travel and tourism, considerably affecting the economy.

We saw significant impacts from the absence of domestic and international travel, and a reduction in travel in-state due to "California Travel Fatigue", a phenomenon where Californians tired of only traveling in-state during the pandemic. People love Yosemite but many didn't wish to travel to the region repeatedly. Without California in-state visitors, and no domestic or international visitors to replace them, overall visitation and lodging occupancy was down as much as 50% outside the Yosemite National Park gates. Yet, average daily rates were higher than normal, so some property revenues were actually up.

These factors resulted in the region experiencing a better-than-expected year overall, and a significant increase over prior year when properties had been closed during the worst of the COVID-19 outbreak.

But Yosemite Mariposa County's dependence on tourism continued to be tested, as limited visitation due to Yosemite National Park's temporary vehicle reservations system significantly restricted access to the park during what would have already been a slower than normal visitation year. For the second year, Yosemite National Park implemented a restrictive vehicle reservation system May through October 2021 due to COVID-19. In May 2022, YNP implemented a third year of restrictive vehicle access, impacting May and June of 2022 of the fiscal year. This reservation system was based on construction projects NPS believed would have significant impacts on traffic flows and parking. The 2022 reservation system ended September 30th, 2022.

The year was tumultuous, with ongoing challenges domestically and internationally, including

- Labor shortages, domestic and worldwide
- Inflation, domestic and worldwide
- Supply Chain issues worldwide
- Increases in fuel prices by as much as 200%, impacting travel, trade, supply, and inflation
- Uncertainty caused by the war In Ukraine beginning in February 2022, with threats from Russia starting in 2021

County Contract - YMCTB funding was limited to $50,000 or about 10% of historic levels, This new level of funding was insufficient to meet normal obligations of the agreement and was augmented by YMCTB using carry over funds from pandemic-reduced 2020 reserves. The reduction in county funds shifted more marketing efforts towards the "benefit of the payer" or the TBID lodging businesses in Mariposa County. YMCTB continued to support restaurants, retail, and tourism-related businesses, providing tens of thousands of direct referrals. In May 2022, the Lodging Association / YMCTB Board voted to eliminate the sunset on the temporary 1.5% TBID increase, scheduled to automatically returnto 1% on January 1st, 2023. The vote allowed the TBID to remain indefinitely at 1.5%. These funds off-set the lost county funds and ensure adequate marketing to drive business to the region.

Yosemite.com Website Replacement Project – In July 2021, YMCTB received Aramark's payment of $193,536 in delayed TBID, making it possible for staff to begin the website replacement project. Through a six-month RFP process, YMCTB awarded a new website development and implementation contract. This project will take 18+ months to go-live with a new, "mobile-first" site to launch in April 2023.

Groups and Weddings Market – Staff recreated and improved the meeting planning and wedding webpages on Yosemite.com, as well as detailed sales sheets to use to promote meetings at trade shows. This market was expected to recover in PY 2021/2022, and YMCTB efforts would have ensured success in capturing as much of these segments as possible. Over the course of the year, however, it remained unclear what the NPS will allow meetings to be held inside of Yosemite. Until the Park Service and Aramark allow conferences, meetings and large

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

weddings in Yosemite NP, YMCTB paid efforts would not be prudent. All plans were placed on hold. Once these restrictions are lifted, YMCTB will increase leads through RFP's and distribute these leads according to the consumers' interests. The meetings, weddings and special events segments contribute as much as 25% of lodging visitation for those larger hotel establishments with event space, so recovery of the meetings and special events industry is vital to long-term lodging occupancy and recovery.

Gap Analysis – By mid-year 2021/2022 occupancy and demand was low. A business demand overview or "GAP Analysis" (forecasting occupancy and marketing adjustments based on data) process was implemented to gather property forecasted occupancy and communicate the results back to our constituents. This data helped property owners and managers better understand their property performance by gaining insight on regional demand and plan accordingly. Some of the key impacts:

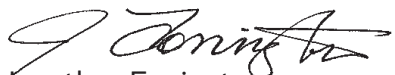
- The Park reservations system July through October caused occupancy reductions, cancellations, and business volume softness at properties outside of Yosemite, or some distance from the park. This was key factor in decreasing regional occupancy.
- Labor shortages impacted the ability to run at full occupancy. This included restaurants and shops.
- Rates (ADR) were higher at some lodging properties as a result of increased labor costs due to labor shortages and need to off-set increased supply and fire insurance costs.

Marketing Plan Shifts – YMCTB's marketing and advertising work this past fiscal year shifted for two reasons. a) The decrease in funding from Mariposa County limited YMCTB's ability to promote non-lodging businesses. By adding in prior year reserves YMCTB continued to highlight retail, restaurant, and activity-based businesses, but not develop significant new content. B) The National Park Service "Peak Hours Reservations System" reduced peak seasonal visitation significantly. Although NPS has not shared overall visitation numbers for this past summer 2022 reservation system, it is clear that park vehicle and visitor visitation fell below NPS projections. With significantly reduced international and domestic visitation and the fact that Californians don't travel to Yosemite in the summer, YMCTB marketing to in-state travel for peak summer visitation would be a loss leader.

Digital media remains the significant majority of media our spend. Digital Display, SEM, Social Paid, Native, and Website. More funds were invested in 2021/2022 to international digital media than in prior years, focused on the UK, Germany, and Australia as these are our regions primary sources on in-bound International visitation. *Please see YMCTB's five detailed marketing reports located on Yosemite.com for a detailed account of marketing activity during the past year. There are too many segments to highlight in this brief overview.*

International Efforts – YMCTB stayed active in the international markets by retaining representation in our key international feeder markets. We anticipated that we should remain in front of international travel decisions through B2B and B2C earned media, social media and paid marketing. We kept international in-bound travelers dreaming about Yosemite Mariposa County. We also pushed to off-set negative media and consumer sentiment taking hold internationally regarding soft COVID safety, due to the low vaccination rates and resurgence of COVID in key US tourism destinations. The return to unrestricted travel to the US in November quickly resulted in limited, but steady, international visitation to our region. US Travel Association and Visit California rank US summer visitaiton at between 58% to 69% of pre-pandemic travel. Overall visitor spending and tax revenues from international travel are still down 31% in California vs. 2019 levels. The end of COVID-19 testing requirements in November 2021 was terrific, but too late to impact summer travel plans from our key markets, given that as much as 50% of long-haul travel was already booked for summer 2022.

Partner Opportunities – Compared to the prior year, our lodging partners participated at a significantly higher level in our cooperative (co-op) marketing programs overall. This demonstrated the desire for businesses to improve business volume. A Co-Op marketing survey was conducted that was extremely helpful in providing a needs assessment and determining interests, as well as a mechanism for YMCTB staff to engage quickly support respondents.



Jonathan Farrington
CEO / Executive Director

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

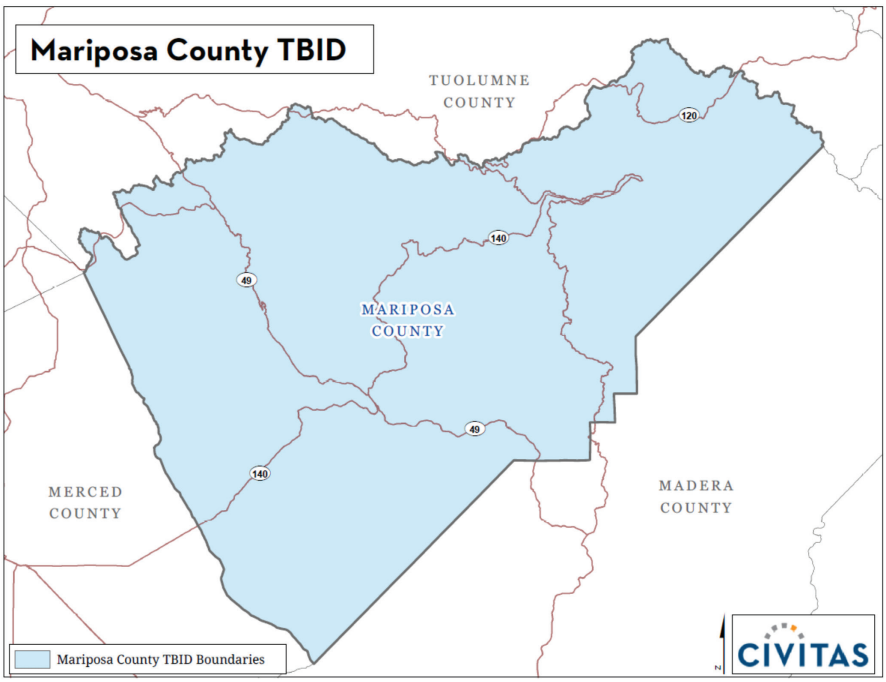
TBID Assessment

Mission Statement

The Yosemite Mariposa County Tourism Bureau is the branding, sales, and marketing agency responsible for positioning Yosemite Mariposa County as the destination of choice for leisure and group business for the economic benefit of the region.

Key Strategic Initiatives

- Promote off season overnight visitation
- Educate customers and constituents
- Operate a fiscally sound and effective business
- Foster positive relationships with key stakeholders and partners



TBID Statement

There are no proposed changes to the boundaries or assessed business. The TBID assessment rate for the 2022/2023 year is 1.5%.

This TBID rate began in January 2021 with an possible sunset on December 31, 2022. During the prior funding cycle with Mariposa County, it became clear that the historic funding level from the County would remain a fraction of what it had been pre-pandemic. At its May 19, 2022 meeting, the Board of the lodging assocation / YMCTB determined that the sunset would be eliminated and the rate would continue at 1.5% until further notice, with the hope that county funding would continue at 40% to 50% of historic levels. Although the contract has not been renewed, the current budgeted amount from the county is $50,000.

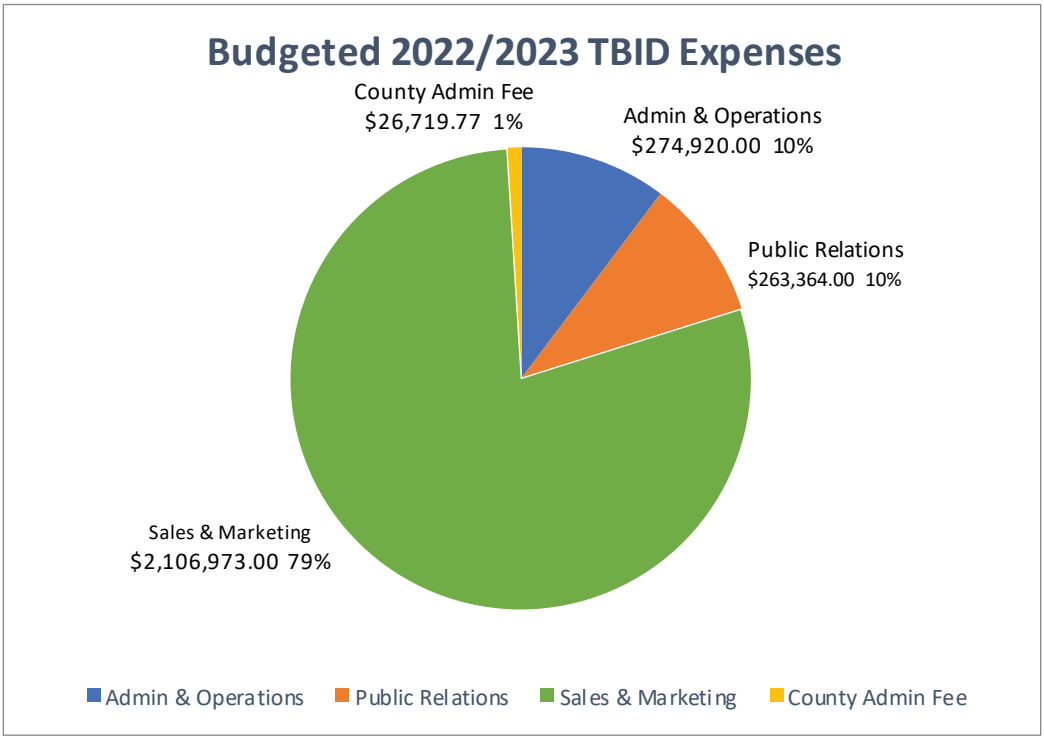
The district will continue to include lodging businesses, existing and in the future, available for public occupancy within the boundaries of the County of Mariposa, as shown.

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

TBID Expenditures: Carryover from 2021/2022 and 2022/2023 Budget

At the end of the 2021/2022 fiscal year, the Bureau had a TBID carryover balance of $0. The Bureau planned for a deficit that fiscal year and decreased its cash balance to make sure that the region was being marketed as fully as possible.

The 2022/2023 budget was developed with the same intent – to spend all TBID income for the year plus cas reserves in order to ensure that lodging partners received the maximum benefit from the Bureau's marketing efforts.



2022/2023 Annual Budget Notations

A significant focus this year is to build and implement a new website for Yosemite.com. As the primary asset for marketing Yosemite Mariposa County, the website is in need of a replacement. Noble Studios is contracted for the work in collaboration with the staff. The new website is expected to launch in early Spring 2023.

With the slow return of international travel and the travel trade industry, resources have been added to support this work. We are continuing work with our international offices, as well as funding the increased number of travel trade shows, familiarization (FAM) tours, as well as travel and other direct costs related to ensuring YMCTB's presence at such events domestically and internationally.

Due to the continued reduction in funding from Mariposa County compared to historical levels, sponsorships for festivals and local events will again reduced to about one-third of traditional budgeted levels. Only those local events which impact overnight stays will be considered.

Maintaining flexibility is critical during these times as conditions can change significantly with little notice.

- Additional sources of income from grants will continue to be sought, though none of this income is budgeted given the uncertainty of this type of funding.
- The Board of Directors has given the CEO / Executive Director discretion to manage the budgeted expenses given the changing situation.

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

Goals for 2022/2023

While Mariposa County continues to be impacted by the endemic stage of COVID, rising fuel prices and global inflation, YMCTB will continue to stretch its limited marketing funds to cover media costs that have significally increased. The California tourism drive market is experiencing in-state travel fatigue, meaning Californians are going to more to domestic and international travel destinations now that travel restrictions have eased. As more than 60% of visitation to our region is California-based, we are in greater competition with the 100+ DMOs (Destination Marketing Organizations) whose goal is the same: bring California, domestic and international visitors to their destination.

With vaccines and new treatments, the impact of COVID-19 is not currently as significant a concern as it has been in the past. Lodging partners are still encouraged to emphasize their COVID-19 mitigation efforts, but overall travel sentiment about COVID-19 has been eclipsed by other economic considerations, namely inflation. It is also still unclear as to whether Yosemite National Park will implement a permanent or maintain a temporary vehicle peak hours reservations system going forward and what that might entail. The Washburn, Agua and Oak Fires in July 2022 have been tragic for our community and the recovery will take time. Additionally, recurring fires create safety and health concerns in international markets.

The YMCTB staff has developed a clear 3-year rolling marketing strategy and plan. For the 2022/2023 plan year, we have adjusted to emerging trends. The Board of Supervisors has been provided with a copy of the Marketing Plan, a proprietary document.



1. Complete the new Yosemite.com Website. As our primary marketing asset, this is a significant undertaking. Our staff and that of Noble Studios are working to make sure that the new website is "mobile-first" to reflect how the majority of visitors to the site interact with Yosemite.com. We will also focus much of our video production efforts toward producing appropriate content for the website, enhancing the abilitly of the site to maintain high levels of visitor interaction. Our goal is to have the new website completed in early Spring 2023.

2. Focus on the California drive market. Despite the current "California Travel Fatigue", YMCTB will continue to market and promote October to May visitation to California residents as well as focus on semi-retired and retired travelers, who have started to travel again how that COVID-19 is shifting toward becoming "endemic".

3. Continue to market aggressively and reach out to the international market. In November 2021, the United States eased its COVID-19 travel restrictions and internaitonal travel once again became possible to Yosemite Mariposa County. Because YMCTB had maintained its International marketing programs throughout the pandemic, unlike many other DMOs, we have seen a better long-term strategy and return visitation. We expect to see the recovery for international travel to continue, but we also are aware that economic factors are a growing barrier to travel.

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)



2022/2023 visitation is expected to be 70-75% of pre-pandemic levels.

4. Resume Sales, Travel Trade & FAM trips for international travel trade and PR/Media. We have already seen a significant increase in the number of international FAMs. Domestic media-related sales trips and visits will also continue. Educational training on the destination is a priority.

5. Increase earned media results. Editorial has huge value in comparison to paid print or native media. The cost vs. results is a solid investment. California-based PR support will handle domestic earned media opportunities while international media will be supported by several international offices.

6. Reassess social media strategy for continued success and investment. There are always ongoing changes to social media algorithms and programs. The current social media landscape has been making radical shifts which is requiring significant strategy changes. Remaining flexible and keeping up-to-date on changes to the social media universe are critical. Maintaining market share is a challenge.

7. Emphasize earned and owned email communications. With the potential end to Google's cookies (now intended to sunset in 2024), the importance of first party data for marketing has become more important. We will continue to seek new email subscribers as well as improve our content and delivery methods.

8. Drive lower-funnel or short-term bookings through traditional media (radio and print). 2021/2022 marked the most participation in co-ops by our lodging partners. We will continue these advertising opportunities in both print ad placements and digital native advertising. Radio advertising in the Bay Area will continue to message our largest group of California visitors.

9. Continue to invest in digital media. This is YMCTB's largest area of media investment. Noble Studio's daily monitoring of Yosemite.com performance has led to superior management or shifting of digital media spend to the highest performing channels based on real-time monitoring. Digital media includes social media advertising, display advertising, video ads and search engine marketing (SEM / paid search).

10. Complete the new Destination Vacation Planners – The 68-page, printed destination vacation planner (DVP) is overdue for a complete overhaul. As printed visitor guides are expensive to produce and distribute, the new DVP will be digital, available to read and download on Yosemite.com. A less-expensive "mini-DVP" for travel trade uses will also be revised but printed for B2B or B2C use.



Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

2022/2023 Leadership

Board of Directors

Brett Archer
Tenaya Lodge at Yosemite

Scott Randall
AutoCamp Yosemite

Kim Brisack
Coulter Cafe & Big Table Ranch

Chelsie Layman
Yosemite Hospitality

Ron Halcrow
Yosemite Plaisance Bed & Breakfast

MaryAnn Huff
Community Member

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Christian Mueller, Board Vice Chair
The Redwoods at Yosemite

Donna Nassar, Board Secretary
Community Member

Candy O'Donel-Browne
Community Member

Gautam Patel
Foothills Hospitality Group

Douglas Shaw, Board Treasurer
Yosemite Bug Rustic Mountain Resort

Kevin Shelton, Board Chair
Yosemite Resorts

Board Liaisons

Rosemarie Smallcombe
Mariposa County Board Supervisor, District I

Wayne Forsythe
Mariposa County Board Supervisor, District IV

Advisory Council

Scott Gediman
Yosemite National Park

Board Chair
Mariposa Chamber of Commerce

Marketing Committee

Kim Brisack
Coulter Cafe & Big Table Ranch

Nia Huerta
Tenaya Lodge at Yosemite

Chelsie Layman
Yosemite Hospitality

Scott Gediman
Yosemite National Park

Yuli Gotsev
The Redwoods in Yosemite

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Donna Nassar
Community Member

Douglas Shaw
Yosemite Bug Rustic Mountain Resort

Kevin Shelton
Yosemite Resorts

Emerald Wong
AutoCamp Yosemite

Tourism Bureau Staff

Jonathan Farrington
CEO / Executive Director

Ellen Bergstone Wasil
Director of Marketing & Creative

Tony McDaniel
Director of Communications

Craig Polson
Social Media & Content Curator

Aaron Demery
Operations Manager

Photo Credits:

Cover: Engel Ching
Page 6: Sam Decker
Page 7: Vitor Rodrigues (top), Charles Phillips (bottom)

YOSEMITE
—MARIPOSA—
COUNTY
TOURISM BUREAU

PO Box 967
5055 State Highway 140, Suite E
Mariposa, California 95338

(209) 742-4567
www.Yosemite.com
@yosemitenation

Attachment: 2022-2023 Annual Report FINAL (13623 : Tourism Bureau Annual Report 22/23)

MARIPOSA COUNTY

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

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in November of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 12-20-22 (PDF)
Department Head approved agreements 12-20-22 (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
EXCUSED: Miles Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for December 20, 2022

Contractor	Amount	Term	Service	Department
Governmentjobs.com, Inc., a CA Corporate dba NeoGov	$14,827	10-6-22 to 10-5-23	Online Recruitment, applicant tracking and HR automation services	Admin - HR
Governmentjobs.com, Inc., a CA Corporate dba NeoGov	$13,893	10-6-22 to 10-5-23	Online Recruitment, applicant tracking and HR automation services	Admin - HR
Self-Help Enterprises	$2,035	12-1-22 to 12-1-23	Loan Portfolio Management Services	Admin
Tangent	$2,921	10-16-22 to 10-15-23	Email Filter	Admin - IT
Shock Logistics, Inc.	$19,172	9-30-22 to 10-31-22	Copy Machine Removal	Admin
Shock Logistics, Inc.	$13,382	9-30-22 to 10-31-22	Copy Machine Removal	Admin
Colantuono, Highsmith & Whatley, PC	$50,000	11-29-22 to 11-28-23	legal representation of Mariposa County re: Utility Ratemaking	County Counsel
CDPH Cal-EIS Fellow	$45,000	7-1-22 to 6-30-23	Cal-EIS Fellow Training	HHSA
E&E Transport LLC	$35,000	Extend to 3-31-23	Transportation Services	HHSA
SERA Design & Architecture, Inc.	$60,000	10-1-22 to 1-31-23	Professional Services	HHSA
Professional Services	$50,000	7-1-22 to 6-30-23	Family First Prevention Services Act (FFPSA)	HHSA
The Building Design Group	$40,000	8-1-22 to 3-31-23	Architectural Design	HHSA
Thunder Ridge Co.	$44,000	7-1-22 to 6-30-23	Snow removal on Fish Camp Area Roads	PW
AC Salvage	$60,000	5-1-22 to 4-30-23	Appliance recycling services	PW
Burke Diversified, dba Burke Construction	$25,254	11-1-22 to 6-30-23	Skylight Replacement at Adult Detention Facility	PW
S & S Electric	$25,000	11-9-22 to 6-30-23	Wiring Control of Heating Mats at Fish Camp Fire Station	PW
Primary Safety Inc.	$59,999.00	7-1-22 to 6-30-23	Armed Security	SO

Attachment: CAO approved agreements 12-20-22 (2022-110 : CAO (Purchasing Agent) Signed

PA= Purchasing Agent (CAO)
APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO approved agreements 12-20-22 (2022-110 : CAO (Purchasing Agent) Signed

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for December 20, 2022

Contractor	Amount	Term	Service	Department
Colantuono, Highsmith & Whatley, PC	$20,000	1-14-23 to 6-30-23	Legal Representation of Mariposa County Re: Public Law Matters	County Counsel
KM Moving Servies	$10,000	11-2-22 to 1-31-23	Moving Services	HHSA
Castech Pest Services	$1,500	7-1-22 to 6-30-23	Pest Control Services	HHSA
Brett Evans Tree Service	$2,000	10-1-23 to 2-28-23	Tree Services	HHSA
CALMHSA	$3,500	7-1-22 to 6-30-23	Central Valley Suicide Prevention Hotline	HHSA
The Thomas Wilkins Company	$10,000	8-1-22 to 12-31-22	Appraisal Services	HHSA
Castledearing CPR Service	$2,500	9-1-22 to 6-30-23	Training Services	HHSA
AJV Heating and Cooling	$218	7-27-22 to 12-31-22	HVAC Repair at the Court House	PW
Central Cal Communications	$1,600	10-1-22 to 12-31-22	Installation of Card Reader at Child Support Services	PW
Hoffman Security	$1,700	12-1-22 to 3-31-23	Install Panic Button at Hall of Records Building	PW
Kogler Enterprises	$12,870	11-17-22 to 6-30-23	Installation of Heating Mats at Fish Camp Fire Station	PW
S & S Electric	$6,500	12-5-22 to 6-30-23	Electrical Work at Government Center	PW
S & S Electric	$407	10-26-22 to 10-31-22	Repair PAPI Lights at Airport	PW
The Water Connection, Inc.	$2,800	1-1-23 to 13-31-23	Backflow Testing at Various County Sites	PW
Independent Investigations, LLC	$20,000	11-23-22 to 11-22-23	Investigation Services	SO
Mobile Wireless - Alan McClintock	$3,641	7-1-22 to 6-30-23	NetMotion Mobility Premium Software	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 12-20-22 (2022-110 : CAO (Purchasing Agent)

MARIPOSA COUNTY

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

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in November of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 12-20-22 (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
EXCUSED: Miles Menetrey

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for December 20, 2022

Contractor	Amount	Term	Service	Department
Colantuono, Highsmith & Whatley, PC	$20,000	1-14-23 to 6-30-23	Legal Representation of Mariposa County Re: Public Law Matters	County Counsel
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CALMHSA	$3,500	7-1-22 to 6-30-23	Central Valley Suicide Prevention Hotline	HHSA
The Thomas Wilkins Company	$10,000	8-1-22 to 12-31-22	Appraisal Services	HHSA
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AJV Heating and Cooling	$218	7-27-22 to 12-31-22	HVAC Repair at the Court House	PW
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Independent Investigations, LLC	$20,000	11-23-22 to 11-22-23	Investigation Services	SO
Mobile Wireless - Alan McClintock	$3,641	7-1-22 to 6-30-23	NetMotion Mobility Premium Software	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 12-20-22 (2022-111 : Department Head Signed

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-720

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Updated Mariposa County Fire Department Assistance by Hire Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve updated Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement.

MMU desires to have local agreements that provide for Assistance by Hire (ABH) utilization of Mariposa County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

The current ABH with MMU was approved on December 17, 2019 (Resolution. 2019-711), and is in need of updating. The new ABH will continue to be in line with the current California Office of Emergency Services (Cal OES) rates and standards as set by the California Fire Assistance Agreement (CFAA). The updated agreement also has streamlined the payment documentation process as well as eliminated the need to identify each specific piece of county equipment to be rented. With frequent movement and identifier changes ongoing, License and vin numbers will be documented on the referenced pay doc for tracking and audit purposes if the need was to arise.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved an Assistance by Hire Agreement with MMU in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County will lose significant reimbursement monies from resources supporting the State mission in the SRA of MMU.

FINANCIAL IMPACT:
This ABH agreement provides established rates of revenue Mariposa County recieves from CAL FIRE when County Fire resources are hired to support the State mission in the SRA of MMU.

ATTACHMENTS:

2023 ABH MCFS_MMU update (PDF)
FC 33 (PDF)
ME 107 (PDF)
ME 15 (PDF)
calfire 20 (PDF)
calfire 93 (PDF)
FC 315 (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
EXCUSED: Miles Menetrey

DocuSign Envelope ID: 9C721576-216C-45A4-9A39-73D2AA19E2C3

CAL FIRE
Madera-Mariposa-Merced Unit
2023-2025 County
Assistance by Hire Agreement

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

DocuSign Envelope ID: 9C721576-216C-45A4-9A39-73D2AA19E2C3

CALFIRE Madera-Mariposa-Merced Unit
County Assistance by Hire Agreement

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2023 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CALFIRE -Madera-Mariposa-Merced Unit ("CALFIRE"), pursuant to the following terms and conditions.

This Agreement shall be for a period of Three (3) years, commencing on January 1, 2023, through and including December 31, 2025. This Agreement may be extended for Three (3) years additional consecutive twelve (36) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term.

Purpose

The Madera-Mariposa-Merced Unit (MMU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

To provide direction to CAL FIRE Incident Commanders and County cooperating agencies within and adjacent to MMU regarding the appropriate utilization of County firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Per this agreement during these incidents County resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

MMU-County ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for County resources under this agreement, when assigned to State mission, will begin January 1, 2023, two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource assigned to the primary task of wildland suppression.

When CAL FIRE hires County resources for station coverage the County entity will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

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Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. This apparatus is "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to County by Cal OES.

MMU-County ABH Agreement Procedures

Agreement Renewal

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The MMU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the most current CFAA and Cal OES Salary Survey letter posted by OES.

Cal OES link:
https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Rate_Letter_Effective_May_1_2022.pdf

Other Equipment

3500 gal. Portable tank - $100 per day
200 gpm Portable pump - $100 per day

MMU-ABH Agreement

The County will verify the engine and water tender gallon per minute pump capacity rating (GPM), reflected on the FC33 so the hourly rate can be determined. CAL FIRE reserves the right to have the County bring the resource to a state facility to have it pump tested.

Both the MMU Unit Chief and the County agency representative will sign the agreement. A copy will go to the MMU ABH Coordinator and the MMU Assistant Chief – Administration.

It is the responsibility of the County agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement.

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

DocuSign Envelope ID: 9C721576-216C-45A4-9A39-73D2AA19E2C3

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

MMU-County ABH Payment Procedures

Time Keeping and Payment

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the Form FC33.

The CAL FIRE MMU ABH Coordinator will be responsible for compiling, auditing, and processing all timekeeping and payment documentation in a timely manner.

A CAL FIRE-93 will be used to pay the County providing ABH.

MMU-County ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and can sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of County apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any County equipment. No County official or may obligate the State to financial liability.

Apparatus Repairs

Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a CAL FIRE ME-107 form. Major damage will be addressed through the California Victim Compensation and Government Claims Board procedures. Driver negligent damage is the responsibility of the County providing the ABH. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to County apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When County owned apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, County fire apparatus is considered to be a state resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the County agency. Mechanic services and/or parts are chargeable back to the County agency when

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CALFIRE staffing levels required for response at all times. As with apparatus hired unstaffed, County fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time, will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the County agency providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the County agency if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire.

Consumables & Damaged and/or Destroyed Supplies

If County owned supplies are damaged and/or destroyed through no fault of County and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101).

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and County must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

County providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the MMU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

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Communications

It is the responsibility of the County agency providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

MMU-County ABH Personnel Standards

Training

County shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the County to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All County personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all County personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

County Personnel Feeding

County personnel providing ABH assigned to a “going” incident shall be provided meals by CAL FIRE at no cost to County personnel.

County personnel on apparatus under hire assigned to station coverage of a MMU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the County personnel. These meals shall be documented on the CAL FIRE “Fireline Meal Sheet” available at the station being covered with names, dates and incident numbers as required.

Restaurant feeding for County personnel providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the MMU Duty Chief (or designee) if assigned to station coverage.

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

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MMU-County ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type VI Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in County department.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour “planned need” staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and “planned need” can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

The 2023-2025 CALFIRE Madera-Mariposa-Merced Unit and County Assistance by Hire Agreement has been approved and authorized by the following:

DocuSigned by:
Mike Van Loben Sels
1F6DABE3F72847C...

Mike van Loben Sels, Unit Chief
CAL FIRE
Madera-Mariposa-Merced Unit
5366 Highway 49 North
Mariposa, Ca 95338

Rosemarie Smallcomb, Board Chair
Mariposa County Board of Supervisors

Steven W. Dahlem, County Counsel

Attachment: 2023 ABH MCFS_MMU update (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

MPA - 33 OVERHEAD CREW EQUIPMENT REPORT

MARIPOSA COUNTY FIRE DEPARTMENT

ATTACHMENTS...

PAGE OF

PLEASE CLEARLY PRINT ALL INFORMATION

#1 - INCIDENT TYPE (Wildland, Structure, Rescue, Etc.)	#2 - INCIDENT NAME (Name of the Incident)	#3 - INCIDENT ORDER NUMBER STATE	3 LETTER I.D.	NUMBER	#4 - INCIDENT REQUEST NUMBER 3 LETTER I.D.	I.D. NUMBER

#5 - RESOURCE IDENTIFICATION or OVERHEAD ASSIGNMENT	#6 - DATE & TIME COMMITTED	#7 - DATE & TIME RETURNED

#8 - AGENCY EQUIPMENT RESOURCE INFORMATION (If Applicable)

EQUIPMENT : (Engine, Water, Tender, Etc.)		TYPE : 1 2 3 4
LICENSE NUMBER ➡		

REMARKS : Down Time and Cause, Problems, Etc.

#9 - ACTIVITY RECORD

LAST 4-DIGITS OF SSN#	FULL NAME	RANK ie. FF, LT	TOTAL HOURS	Su Start	Su End	Mo Start	Mo End	Tu Start	Tu End	We Start	We End	Th Start	Th End	Fr Start	Fr End	Sa Start	Sa En

#10 - PREPARED BY : PRINTED NAME	SIGNATURE	DATE	#11 - APPROVED BY : PRINTED NAME	SIGNATURE	DATE

WHITE COPY - ADMINISTRATION YELLOW COPY - KEEP IN BOOK

Attachment: FC 33 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

FORESTRY MOBILE EQUIPMENT WORK ORDER

ME-107 (3/86) (MSW 3/99)

SHOP STOCK

QTY.	DESCRIPTION	UNIT COST	COST
TOTAL			
TIRES			
BATTERIES			
LUBRICANTS			
	AUTO. TRANS. FLD. - QTS.		
	GEAR OIL - PTS.		

ROUTING
WHITE:.... ADM UNIT
PINK: .....FEM
HARD/COPY: ...SHOP

FORESTRY MOBILE EQUIPMENT WORK ORDER No.

REGION _____ ADM. UNIT _____ DATE _____
MFG. _____ YR. MODEL _____ TYPE _____
CHASSIS NO. _____ ENG. TYPE AND NO. _____
LICENSE NO. _____ CAL FIRE NO _____ X _____ MILEAGE _____
WORK AUTHORIZED BY _____ TITLE _____

DESCRIPTION OF WORK

LABOR RECORD	
FEM	
HEM	
HFEO	
CAPTAIN	
ENG.	
TOTAL HRS	

DATE COMPLETED _____ INSPECTED BY _____

Attachment: ME 107 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
REPORT OF EQUIPMENT INSPECTION
ME-15 (Rev. 7/93)

REPORT OF EQUIPMENT INSPECTION

TYPE OF INSPECTION: ☐ SAFETY ☐ COMPLIANCE ☐ DEMOB

Incident # _____ Strike Team _____ Date: _____

Department/Administrative Unit _____

Vehicle # _____ License # _____ Radio # _____

Make _____ Body Type _____ Mileage _____

	OK	REP		OK	REP
1. Engine & Accessories	☐	☐	10. Tires & Wheels	☐	☐
2. Lights, Code 3, Wipers	☐	☐	11. Springs & "U" Bolts	☐	☐
3. Clutch	☐	☐	12. Cab, Paint & Glass	☐	☐
4. Brake Components	☐	☐	13. Auxiliary Motor Unit	☐	☐
5. Brake Adjustment	☐	☐	14. Pump	☐	☐
6. Air System Test/Leak Down. Etc.	☐	☐	15. Vehicle Connection Device	☐	☐
7. Steering & Front End	☐	☐	16.	☐	☐
8. Transmission	☐	☐	17.	☐	☐
9. Differential	☐	☐	18.	☐	☐

REPAIRS NEEDED & REMARKS FROM ABOVE:

INSPECTOR

Name _____ Title _____

OPERATOR

Name _____ Title _____

White-Unit Yellow-Vehicle Pink-Incident

Attachment: ME 15 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

STATE OF CALIFORNIA
Department of Forestry and Fire Protection

Contractor Certification Clauses for Services

CAL FIRE-20 (Rev. 05/15) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.

1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

2. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

3. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.
c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Attachment: calfire 20 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

SERVICE ORDER

CAL FIRE-93 (REV. 01/19)

1. AGENCY DOCUMENT/INVOICE NUMBER: UI

2. CONTRACTOR (Name and Address)	3. PHONE:	4. SUPPLIER ID.	5.BILLING CODE/CAN #	PAGE OF PAG
S/B ☐ M/B ☐ DVBE ☐	6. ADMINISTRATIVE UNIT FOR PAYMENT			

7.
☐ CAL FIRE-20 CONTRACTOR CERTIFICATION CLAUSES SIGNED **(REQUIRED)**
☐ CAL FIRE-501 CONTRACTOR CERTIFICATION CLAUSES SIGNED (IF APPLICABLE)

8. CONTRACTOR agrees to provide the STATE with the following services:

Agreement Term: Start Date: to End Date:

Detailed description of work to be performed:

9. WAS P- CARD USED FOR THIS PURCHASE? ☐ YES ☐ NO

NOTE: Contract release for and in consideration of receipt of payment in the amount shown on line 14. Contractor hereby releases the State from any and all claims arising under this agreement except as reserved below (Item 15)

15. REMARKS No damage/No claim

10. Total Amount Due (This Page)	
11. Sales Tax	
12. Gross Amount Due	
13. Deductions	
14. Net Amount Due	

16. INDICATE STATE PURPOSE

Amount	Appropriation Ref	Fund	ENY	Account	Alt Account

Program	Project ID	Activity	Rptg Structure	Svc Location

17. CONTRACTORS SIGNATURE	PRINT NAME AND TITLE	DATE
18. RECEIVING OFFICER'S SIGNATURE	PRINT NAME AND TITLE	DATE
19. PURCHASE AUTHORIZED By (Signature)	TITLE	PHONE

Attachment: calfire 93 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
INCIDENT REPLACEMENT REQUISITION
FC-315 (11/05) Formerly Optional Form - Page 1 of 3

INCIDENT REPLACEMENT REQUISITION

INCIDENT ORDER NUMBER	ISSUE NUMBER (FOR CACHE USE)
INCIDENT NAME	ACCOUNTING/MANAGEMENT CODE
AGENCY BILLING ADDRESS NAME	AGENCY SHIPPING ADDRESS NAME
UNIT NAME	UNIT NAME
BILLING ADDRESS	ADDRESS (NO P.O. BOX)
CITY, STATE, ZIP	CITY, STATE, ZIP
AUTHORIZED BY (NAME AND TITLE)	PERSON ORDERING (NAME AND TITLE)
TELEPHONE NUMBER	TELEPHONE NUMBER
DATE/TIME ORDERED	DATE/TIME ORDERED
REQUESTED METHOD OF DELIVERY	

REQUEST NUMBER	NFES NO.	QUANTITY	U/I	ITEM DESCRIPTION PAGE OF PAGE

Attachment: FC 315 (RES-2022-720 : Approve Updated Mariposa County Fire Department Assistance by Hire Agreement)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-721

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve a Lease Agreement for 5036 County Park Rd to Serve HHSA Clients

---

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Bryan B Cooper for 5036 County Park Rd Unit A, Mariposa, California, to be used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from November 1, 2022, through October 31, 2023, with a not-to-exceed amount of $14,400 ($1,200 per month) and will be used for transitional housing. The leased residential space is located at 5036 County Park Rd Unit A.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Health and Human Services Agency (HHSA) does not have existing property to meet the increasing housing needs. We have identified this residential space to provide client services that will help them achieve self-sufficiency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure necessary housing for an under served population within the County, and HHSA would forego the opportunity for a lower cost local placement alternative for Agency clients.

FINANCIAL IMPACT:
Funds are available within the Health and Human Services Agency budget for this lease agreement. Local housing opportunities provide temporary assistance to temporarily homeless clients and alternatives to higher cost hospital and board and care placements. This is no impact to the County general fund.

ATTACHMENTS:
HHSA Lease with Bryan Cooper - December 13 2022 (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
EXCUSED: Miles Menetrey

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Bryan B Cooper, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5036 County Park Rd Unit A, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property 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 in the County of Mariposa commonly known as 5036 County Park Rd Unit A, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of One Thousand Two Hundred Dollars ($1200) per month. **LESSOR** agrees to lease the real property described above commencing November 1, 2022 and terminating on October 31, 2023. 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 residence. **LESSEE** hereby warrants that it is a residence.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

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.

6. **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. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

8. **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. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **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.

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

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 sole negligence 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. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

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 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 terminate this Lease, on the occurrence of any of the following events:

(i) 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.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

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

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

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.

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:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to 4836 Whitmore Dr, Mariposa CA 95338.

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.

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

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

LESSOR:

Bryan B Cooper, Owner

LESSEE:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: HHSA Lease with Bryan Cooper - December 13 2022 (RES-2022-721 : Approve a Lease Agreement for 5036 County Park Rd to

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-722

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Alliance Agreement with County of Mariposa for Fire Recovery - Second Amendment

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RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with the Alliance for Community Transformations Increasing Amount by $100,000 for a New Amount Not to Exceed $275,000 and extending the term of the Agreement through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This agreement provides parameters and terms in which cases incurred by the County of Mariposa Health and Human Services Agency during the Oak Fire are transferred to Alliance. In the course of this agreement, both parties have discovered that additional resources and time will be required as the recovery effort has proven to be greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved Resolution No. 2017-839 on December 19, 2017 with Alliance for Community Transformations, related to case management for the Detwiler Fire.

On October 4, 2022, Board of Supervisors approved First Amendment to Agreement with Alliance for Community Transformations for case management related to the Oak Fire through Resolution No. 2022-570.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services will continue to be delivered as agreed upon. Approval of the amendment will increase the probability of Alliance having the necessary resources for optimal service delivery and diminish the risk of not meeting the needs of the clients.

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

ATTACHMENTS:
Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (PDF)
2nd Amendment - Alliance Oak Fire Agreement 2023 v2 (PDF)
22-570 - Alliance Case Management -1st Amendment (PDF)

REF ID# 13585

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
EXCUSED: Miles Menetrey

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: 8/1/2022

From: Dumile Wilson Agreement with: Alliance for Community Transformations

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☒ No ☐ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☒ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ No ☐

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

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

Vendor Signator & Title: Alison Tudor, Executive Director *(Name of person signing the agreement, and their title)*

Vendor Email: alison@alliance4you.org *(Email of signee)*

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

Term: August 1, 2022 - December 31, 2022 *(Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? Yes ☐ No ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

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

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

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

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

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

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

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

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

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

B. BOARD Items:

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

ROUTING

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

Digital Signatures Authorized: 08-11-2020; Form Revision Date: 02-20-2022

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

AGREEMENT FOR CASE MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on August 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $50,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

(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.

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

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:
Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

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

78A5B2ECDD1
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

78A5B2ECDDB
ZorroSign

Alison Tudor, Executive Director
Alliance for Community Transformations

APPROVED AS TO FORM:

78A5B2ECDC7
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Contract with Alliance for Community Transformations (Alliance) to provide case management services at a rate of $24 per hour by contracted case managers and for a total amount not to exceed $50,000.00. Additional rates include designated supervisor rates of $51.38 and $47.14 per hour (rates are based on salaries of designated supervisors and subject to increase during term of agreement). Specific performance requirements by Alliance include the following:

- Contracted case managers, at approximately an amount not to exceed 120 hour per week, to provide recovery case management with those impacted by the Oak Fire, in accordance with Oak Fire Recovery Plan.
- Transition cases to identified long term recovery case managers when they are fully in place and trained.
- Supervision of case management team by Alliance Supervisory Staff Member.
- Participation in scheduled team meetings to coordinate specialty services with the Mariposa County Case Management Team.
- Participation in the Health and Social Needs Fire Recovery Meetings for resource coordination purposes.
- Completion of required documentation, as identified by Health and Social Needs - Resources and Distribution Steering Committee (Intake Forms, Request Forms, Tracking Tools, etc.)
- Adherence by Case Management Team to Confidentiality and Ethics principles to ensure the provision of confidential and ethical services.

Health and Human Services (HHSA) will provide:

- Assigned HHSA case managers who can attend regularly scheduled meetings and support case managers with questions related to County resources, housing and behavioral health concerns.
- Case management for high intensity cases based on significant needs or behavioral health issues.
- Administrative support to provide case management tools and forms, resource lists, tracking tools, data entry, etc.
- Coordination and Facilitation of Fire Recovery Meetings.
- Payments within 45 days upon invoice.
- Coordination of Housing Supports, in conjunction with partners.

Alliance 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.

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-722 : Alliance Agreement with County of

Attachment: 2nd Amendment - Alliance Oak Fire Agreement 2023 v2 (RES-2022-722 : Alliance Agreement with County of Mariposa for Fire

SECOND AMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES

THIS SECONDAMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Alliance for Community Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 1, 2022, wherein **Contractor** agreed to provide case management services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated October 4, 2022, wherein **Contractor** agreed to increase in an amount to not exceed $175,000; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term and 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 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $100,000 will be added to the amended amount of $175,000, making the total compensation paid to **Contractor** the not to exceed amount of $275,000.

Except as herein amended, the Agreement dated August 1, 2022 and First Amendment dated October 4, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 2nd Amendment - Alliance Oak Fire Agreement 2023 v2 (RES-2022-722 : Alliance Agreement with County of Mariposa for Fire

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-570

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Alliance Agreement with County of Mariposa for Fire Recovery - First Amendment

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with the Alliance for Community Transformations Increasing Amount Not to Exceed by $125,000 for a New Amount Not to Exceed $175,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This agreement provides parameters and terms in which cases incurred by the County of Mariposa Health and Human Services Agency during the Oak Fire are transferred to Alliance. In the course of this agreement, both parties have discovered that additional resources will be required as the recovery effort has proven to be greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved Resolution No. 2017-839 on December 19, 2017 with Alliance for Community Transformations, related to case management for the Detwiler Fire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services will continue to be delivered as agreed upon. Approval of the amendment will increase the probability of Alliance having the necessary resources for optimal service delivery and diminish the risk of not meeting the needs of the clients.

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

ATTACHMENTS:
First Amendment - Alliance Case Management Agreement (1) (PDF)
Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13389

Attachment: 22-570 - Alliance Case Management -1st Amendment (RES-2022-722 : Alliance Agreement with County of Mariposa for Fire

Resolution No. 22-570

FIRST AMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES, is made and entered into this 6th day of October 2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Alliance for Community Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 1, 2022, wherein **Contractor** agreed to provide case management 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 $125,000 will be added to the original amount of $50,000, making the total compensation paid to **Contractor** the not to exceed amount of $175,000.

Except as herein amended, the Agreement dated August 1, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

7F51BF5538B
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7F51BF5539F
ZorroSign

Alison Tudor, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

7F51BF55395
DanielleyBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7F51BF55381
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: 22-570 - Alliance Case Management -1st Amendment (RES-2022-722 : Alliance Agreement with County of Mariposa for Fire

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-723

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Addendum to MOU with Blue Cross of California Partnership, Inc (Anthem)

RECOMMENDATION AND JUSTIFICATION:
Approve Second Addendum to Memorandum of Understanding (MOU) with Blue Cross of California Partnership Plan, Inc. (Anthem) to coordinate data sharing; and authorize the Board of Supervisors Chair to sign the Addendum.

The purpose of this addendum is to describe the responsibilities of the Mental Health Plan (MHP) and Anthem for coordination of CalAIM data sharing served by parties in Mariposa County under the Department of Health Care Services (DHCS). There will be no exchange of funds between Anthem and Mariposa County Health and Human Services Agency (HHSA).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Memorandum of Understanding with Blue Cross of California Partnership was approved by Board of Supervisors through Resolution No. 2015-180 on April 21, 2015.

Board of Supervisors approved Addendum to MOU with Anthem under Resolution No. 2019-10.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this addendum is not approved, DHCS may sanction HHSA pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

FINANCIAL IMPACT:
There will be no exchange of funds between Anthem and Mariposa County Behavioral Health. There will be no impact to the County General Fund.

ATTACHMENTS:
Addendum MOU for MCBHRS - Wsignatures (PDF)
Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (PDF)
Addendum 2 MOU with Anthem- Wcsignature (PDF)

REF ID# 13595

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
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-10

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Addendum to MOU with Blue Cross of California Partnership, Inc (Anthem) and County of Mariposa

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RECOMMENDATION AND JUSTIFICATION:
Approve Addendum to Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. (Anthem) to coordinate patient physical and behavioral health care services; and authorize the Health and Human Services Agency Director to sign the Addendum.

The purpose of this addendum is to describe the responsibilities of the Mental Health Plan (MHP) and Anthem for coordination of Medi-Cal alcohol and other drug services for Plan members served by parties in Mariposa County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program. There will be no exchange of funds between Anthem and Mariposa County Behavioral Health.

Mariposa County Behavioral Health is a Mental Health Plan (MHP), as defined in Title 9 California Code of Regulations (CCR), section 1810.226 and is required by the State Department of Health Care Services (DHCS) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Memorandum of Understanding with Blue Cross of California Partnership was approved by Board of Supervisors through Resolution No. 2014-347 on July 15, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this addendum is not approved, DHCS may sanction Mariposa County Behavioral Health pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

FINANCIAL IMPACT:
There will be no exchange of funds between Anthem and Mariposa County Behavioral Health. There will be no impact to the County General Fund.

ATTACHMENTS:
Blue Cross - Anthem - MOU (BH) 2014-ongoing Wsignatures (PDF)
Addendum MOU for MCBHRS - Wcsignature (PDF)

REF ID# 8835

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

Resolution - Action Requested 2019-10

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

RES. NO. 19-10

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AMENDMENT BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) AND MARIPOSA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN MENTAL HEALTH SERVICES

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day October 23, 2018, by and between the County of Mariposa, a political subdivision of the State of California, on behalf of Mariposa County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

Mariposa County Behavioral Health Services
Managed Care
5362 Lemee Lane
Mariposa, Ca 95338

ANTHEM
120 S. Via Merida
Thousand Oaks, CA 91362

This is an addendum to the signed Memorandum of Understanding (MOU) between Mariposa County Department of Behavioral Health (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Mariposa County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, who meet the medical necessity criteria for Medi-¬Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to ANTHEM's Members.

BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to ANTHEM, effective July 1st 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, ANTHEM is required

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

TERMS

This Addendum shall commence on October 23, 2018 and shall continue under the terms of the existing MOU.

OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP

1. ANTHEM has responsibility to work with the MHP to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with MHP, as will any actions required to identify and resolve any issues or problems that arise.

2. The MHP will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.

3. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.

4. ANTHEM and the MHP will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

SPECIFIC ROLES AND RESPONSIBLITIES

A. Screening, Assessment and Referral

1. Determination of Medical Necessity
   a. The MHP will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.

   b. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).

   c. ANTHEM will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment

2. Assessment Process
   a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.

   b. The MHP will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.

c. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.

d. ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services

3. Referrals
   a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
      i. The MHP will accept referrals from Plan staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
      ii. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

B. Care Coordination

1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.
2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in ANTHEM and MHP protocols.
3. Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.
4. ANTHEM and MHP will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
5. The delineation of case management responsibilities will be outlined.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with MHP and ANTHEM representatives.
7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.
8. ANTHEM will coordinate services between the primary care providers and the treatment programs

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

C. **Information Exchange**

ANTHEM and MHP agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

ANTHEM and MHP will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

D. **Reporting and Quality Improvement Requirements ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports.**

Hold regular meetings, as agreed upon by ANTHEM and MHP, to review the referral and care coordination process and monitor Member engagement and utilization.

E. **Dispute Resolution Process**

At this time, ANTHEM and MHP agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

F. Telephone Access

The MHP must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for Members to access alcohol and other drug services. Referrals may come from primary care physicians, providers, Plan staff, County Departments, and self-referral.

G. Provider and Member Education

ANTHEM and MHP shall determine the requirements for coordination of Member and provider information about access to Plan and MHP covered services to increase navigation support for Members and their caregivers.

H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective October 23, 2018.

Name (print): Chevon Kothari
Title: Director
Signature: Chevon Kothari
Date: 1/11/19

Mariposa County Behavioral Health Division

Name (print): BARJAM KASRAVI MD
Title: Chief medical officer
Signature:
Date: 11/29/18

Blue Cross of California Partnership Plan, Inc.

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Addendum MOU for MCBHRS - Wsignatures (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

MARIPOSA COUNTY

Health · (209) 966-3689

RESOLUTION - ACTION REQUESTED 2015-180

MEETING: April 21, 2015

TO: The Board of Supervisors

FROM: Robert Ryder, Health Officer

RE: Anthem Blue Cross Service Agreement and MOU's with Mariposa County Health Department

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RECOMMENDATION AND JUSTIFICATION:
Approve the Medi-Cal Managed Care Service Agreement with Anthem Blue Cross and the Nine Corresponding Memorandums of Understanding (MOUs) to the Agreement to Allow for Billing of Medi-Cal Managed Care Services, and Authorize the Board of Supervisors Chair to Sign the Agreement and the MOUs. This Agreement is necessary to facilitate the billing of Medi-Cal Managed Care Services and the MOUs provide specific detail on each of the covered health programs.

The County Health Officer has met with representatives from Anthem Blue Cross to revise some segments, especially with regard to the frequency of reporting.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Medi-Cal Managed Care Service Agreement and forego possible fees regarding reimbursement for services.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Local Health Department Medi-Cal Managed Care Service Agreement (PDF)
MOU'S Between Anthem Blue Cross and Mariposa County Public Health Department (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 4/13/2015

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

LOCAL HEALTH DEPARTMENT
MEDI-CAL MANAGED CARE SERVICES AGREEMENT

This Agreement is entered into at Camarillo, Ventura County, California, effective November 6, 2014, by and between Blue Cross of California Partnership Plan, Inc. ("BCCPP") and Mariposa County Health Department, a Local Health Department ("LHD").

RECITALS

A. BCCPP is a California corporation licensed by the California Department of Managed Health Care to operate a health care service plan pursuant to the Knox-Keene Act of 1975 and the Rules of the California Department of Managed Health Care promulgated thereunder (California Health & Safety Code, Sections 1340 to 1399.64 and Title 28 California Code of Regulations, Sections 1300.43 to 1300.99, collectively, the "Knox-Keene Act"), including without limitation to issue benefit agreements covering the provision of health care services and to enter into agreements with entities such as LHD.

B. BCCPP has a contract(s) with the California Department of Health Care Services ("DHCS") to provide Medi-Cal benefits to eligible persons through BCCPP's Medi-Cal Managed Care Program ("MCMCP"). As a Medi-Cal managed care contractor, BCCPP is required to contract with LHD to make available certain public health services to Members.

C. LHD is organized and operating under the laws of the State of California and possesses any and all licenses and/or governmental approvals required in order for it to provide the public health services required by this Agreement and is qualified to provide such services.

AGREEMENT

I. Relationship Between BCCPP and LHD

1.1 The parties have complementary objectives to protect and promote the health of the general population. In order to accomplish their respective responsibilities hereunder, the parties will develop the necessary methods for collaboration, cooperation and communication. The joint activities of BCCPP and LHD will include cooperatively resolving case management issues and sharing of appropriate information on a timely basis.

1.2 BCCPP and LHD are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

1.3 BCCPP and LHD agree that LHD shall maintain a provider/patient relationship with each Member that LHD treats. LHD shall be responsible solely to that Member for the provision of Services.

1.4 Nothing in this Agreement is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a participating MCMCP Program provider other than LHD.

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

1.5 LHD consents to the memorializing of its legal obligations with BCCPP in one or more separate written agreements that shall not alter the substance of those obligations.

1.6 LHD hereby acknowledges its understanding that this Agreement constitutes a contract between LHD and BCCPP as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "ASSOCIATION"), permitting BCCPP to use the Blue Cross service mark in the State of California and that BCCPP is not contracting as the agent of the Association. LHD further acknowledges and agrees that LHD has not entered into this Agreement based upon representations by any person other than BCCPP and that no person, entity, or organizations other than BCCPP shall be held accountable or liable to LHD for any of BCCPP's obligations to LHD created under this Agreement. This section shall not create any additional obligations whatsoever on the part of BCCPP, other than those obligations created under other provisions of this Agreement.

II. LHD Services and Responsibilities

2.1 Public Health Services. LHD, as applicable and appropriate, will provide the public health services (the "Services") specified below to eligible Medi-Cal members assigned to BCCPP (the "Members"). The responsibilities of LHD and BCCPP with regard to these Services are further specified in Applicable MOUs.

2.1.1 Family Planning Services
2.1.2 Sexually Transmitted Disease (STD) Services.
2.1.3 Confidential HIV Testing.
2.1.4 Immunizations.
2.1.5 California Children's Services (CCS).
2.1.6 Maternal and Child Health (MCH).
2.1.7 Child Health and Disability Prevention (CHDP) Program.
2.1.8 Tuberculosis Direct Observed Therapy (DOT).
2.1.9 Women, Infants, Children (WIC) Food Supplement Program.
2.1.10 Mental Health

2.2 LHD Core Functions. It is the expectation of the DHCS and the parties that LHD will maintain its traditional core functions. The purpose of this section is to describe the functions of LHD. The core functions are as follows:

2.2.1 Health Data Collection and Analysis. This includes the traditional vital statistics, community health assessment, and disease surveillance, case finding and reporting functions of LHD. Additionally, in order to best assess the quality of health in its jurisdiction, local assessment activities will include the systematic analysis, from an epidemiologic perspective, of clinical outcomes and utilization data which may be obtained, by request, from the State.

2.2.2 Environmental Protection. This includes services to assure food, water, consumer product and pharmaceutical safety, safe disposal of sewage, waste water, solid waste and hazardous materials; assurance of air and environmental quality; and enforcement of public health safety and sanitary codes.

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

2.2.3 Investigation and Control of Adverse Public Health Conditions. This includes areas such as: emergency medical services; population-based chronic disease prevention; injury/violence prevention and control; disease outbreak management; prevention and management of adverse outcomes in maternal and child health; prevention of disability; and control of other threats to individual health status.

2.2.4 Public Information and Education Programs. These are programs to reduce risks to health such as: tobacco, alcohol abuse, sexually transmitted diseases, poor diet, physical inactivity and low immunization levels and to promote healthy lifestyles and beneficial health behaviors such as prenatal care, from an individual as well as public policy level.

2.2.5 Public Health Laboratory Services. These include disease screening, environmental toxicology, diagnosis of infectious diseases, and monitoring of the safety of water and food supplies.

2.2.6 Leadership, Policy Development and Administration. These include assessment, setting of public health standards and policies, and coalition building.

2.2.7 LHD will, in accordance with current regulations:

a. Facilitate necessary referrals. LHD will provide BCCPP with current information on local agencies and organizations, their services and programs for low-income persons, and eligibility requirements (e.g., information and resources booklet).

b. Establish a system for coordinating care with BCCPP. Prior to the provision of services, LHD will contact BCCPP to obtain medical information to avoid duplication. LHD will provide BCCPP with the medical records sufficient to meet its case management responsibilities.

c. Educate BCCPP Members on managed care and promoting follow-up through their prepaid health plan.

d. Make good faith efforts to establish billing and record management systems with BCCPP.

2.3 LHD agrees to maintain and make available to the DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require the subcontractor to comply with the requirements of Section 7.2 herein.

2.4 LHD shall meet all the applicable requirements of Chapters 3 and 4 of Subdivision 1, Division 3, of Title 22, California Code of Regulations, related to the services LHD is required to perform.

2.5 LHD agrees to cooperate with BCCPP in the preparation of all reports required by the DHCS, Department of Health and Human Services ("DHHS") and the Department of Managed Health Care ("DMHC") necessary to comply with the MCMCP Program requirements.

2.6 LHD agrees to participate in the Utilization Management ("UM") provided in Article VI, and with such amendments as LHD may be notified of, and to abide by decisions resulting from that review subject to rights of consideration, review and arbitration provided in Section 6.3.

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

2.7 LHD agrees to cooperate with BCCPP's administration of its internal quality of care review and grievance resolution procedures.

III. BCCPP's Responsibilities Regarding Public Health.

3.1 BCCPP will seek to:

3.1.1 Ensure the planned provision of preventive, primary care and early interventions.

3.1.2 Ensure organized and comprehensive managed care systems that eliminate fragmentation in case management and health care delivery and that improve quality of care.

3.1.3 Refer plan beneficiaries, in compliance with state and federal law and otherwise when appropriate, to local agencies and organizations providing services and programs for low-income persons.

3.1.4 Comply with all State and local requirements for reporting diseases and conditions.

3.1.5 Disseminate to its provider network the information provided by LHD regarding local community resources.

3.2 BCCPP agrees to pay LHD compensation pursuant to the provisions of Article IV.

IV. Compensation and Billing

4.1 LHD shall seek payment only from BCCPP for the provision of Services except as provided in Section 4.2. The payment from BCCPP shall be limited to the rates referred to in Section 4.7.

4.2 Except as permitted under Section 4.3, LHD may also seek payment for the provision of Services from other sources only as available pursuant to the coordination of benefits provisions of the applicable MCMCP Benefit Agreement and Section 4.4.

4.3 LHD agrees that the only charges for which a Member may be liable and be billed by LHD shall be for Services not covered by the applicable MCMCP Benefit Agreement and as provided in Section 4.8.

4.4 In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is primary under applicable coordination of benefit rules provided in Title 10 of the California Code of Regulations Section 1300.67.13, BCCPP shall pay the amounts due under this Agreement. In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is other than primary under the coordination of benefit rules referred to above, BCCPP shall pay the lesser of the amounts which when added to the amounts received by LHD from other sources, pursuant to the applicable coordination of benefits rules, equals one hundred percent (100%) of the amount required by this Agreement in Section 4.7.

4.5 LHD shall bill BCCPP within ninety (90) days of providing the Services. LHD shall bill on forms and in a manner acceptable to BCCPP. LHD shall furnish, on request, all information

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

reasonably required by BCCPP to verify and substantiate the provision of Services and the charges for such Services. BCCPP reserves the right to review all statements submitted by LHD when necessary.

4.6 BCCPP shall pay LHD within thirty (30) Working Days of receipt of statements which are accurate, complete and otherwise in accordance with Section 4.5, unless the claim, or portion thereof, is contested by BCCPP, in which case LHD shall be notified in writing within thirty (30) Working Days. The term "contested" in this paragraph has the same meaning as in the California Health and Safety Code, Section 1371.

4.7 LHD agrees to accept the fee schedule as provided in Exhibit A, attached to and made part of this Agreement, or LHD's covered billed charges, whichever is less, as payment in full for all Services provided to Members. Such payment shall be for Services provided on or after the effective date of this Agreement. If LHD receives any additional surcharge from a Member, BCCPP shall require that LHD promptly refund the amount thereof to the Member. LHD agrees to hold harmless the state of California and Members in the event BCCPP cannot or will not pay for Services provided by LHD.

4.8 LHD shall not charge Members for Services denied as not being Medically Necessary under Article V, unless LHD has obtained a written waiver from that Member or an individual legally responsible for Member. The waiver, except in Emergency situations, must be obtained in advance of rendering Services and shall specify those Services which BCCPP has denied as not being Medically Necessary and shall clearly state that the Member, or individual legally responsible for the Member, shall be responsible for payment of Services denied by BCCPP.

4.9 Any amount paid by BCCPP to LHD under this Agreement determined subsequently by BCCPP to have been an overpayment will be considered indebtedness of LHD to BCCPP. BCCPP shall have a first lien in the amount of such indebtedness and may, at its sole option, recover such indebtedness by: (i) deducting from and setting off any amount or amounts due and payable from BCCPP to LHD at any time under this Agreement or any other agreement between BCCPP and LHD, or for any reason, an amount or amounts equal to such indebtedness of LHD; and/or (ii) requesting a refund from LHD.

4.10 LHD agrees that Members shall not be subject to discrimination regardless or race, creed, color, religion, physical/mental handicap, sexual orientation, marital status or national origin/ancestry.

4.11 LHD shall designate on Exhibit D (attached and incorporated herein by reference) the linguistic services to be provided to Members and the names of the individuals who will provide such services.

V. Local Health Department Services Which May be Transferred to BCCPP

5.1 LHD has acknowledged expertise and experience in AIDS early intervention clinics, public health nursing, TB control, etc. In order to provide such services, BCCPP may contract with LHD or another qualified provider outside the plan, or choose to provide these services with its own personnel. Whichever option is selected, the parties acknowledge that DHCS quality standards will be met as demonstrated through audits and other evaluation procedures.

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

VI. UTILIZATION MANAGEMENT (UM)

6.1 BCCPP may establish a UM program which shall seek to assure that Services provided to Members are or were Medically Necessary. The UM shall follow the procedures described on Exhibit B, attached to and made part of this Agreement. BCCPP may change UM procedures by delivering amendments to, or a replacement for, Exhibit B at least thirty (30) days prior to implementation.

6.2 UM for Services may include, but is not limited to, the following:

(1) "Pre-service review" to determine whether Services are Medically Necessary; and
(2) "Concurrent review" to determine whether continuing Services are Medically Necessary; and
(3) "Retrospective review" to determine whether Services were Medically Necessary; and
(4) "Case Management" to determine, in conjunction with the attending physician or participating medical group, appropriate alternative treatment plans.

6.3 LHD may appeal a UM decision. The appeal shall be commenced by requesting reconsideration by the organization or entity making the initial decision. If LHD is not satisfied with that result, a review by BCCPP shall be requested. If LHD continues not to be satisfied, LHD's remedy shall be arbitration as provided in Exhibit C, attached to and made part of this Agreement.

VII. Records Maintenance, Availability, Inspection and Audit

7.1 LHD shall prepare and maintain all appropriate records on Members receiving Services from LHD. The records shall be maintained in accordance with applicable general standards, prudent record-keeping procedures and as required by law.

7.2 BCCPP, the DHCS, DHHS, DMHC and the Department of Justice ("DOJ") shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of LHD at LHD's office or such other mutually agreeable location in California relating to the Services LHD provides to Members, to the cost thereof, and to payments LHD receives from Members or others on their behalf. LHD shall maintain such records and provide such information to BCCPP, the DHCS, DHHS, DMHC and the DOJ as may be necessary for BCCPP' compliance with the requirements of this Agreement and the Knox-Keene Act. LHD shall maintain such records in accordance with applicable general standards for at least five (5) years from the close of the DHCS' fiscal year in which this Agreement is in effect, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise.

7.3 Ownership and access to records of Members shall be controlled by applicable law.

7.4 All records must be maintained in a system that permits prompt retrieval of information. Medical records are to be legible, documented accurately in a timely manner and readily accessible.

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VIII. Liability, Indemnity and Insurance

8.1 Neither BCCPP nor LHD nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.

8.2 LHD, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability.

8.3 Upon request by BCCPP, LHD shall provide BCCPP with copies of insurance policies required under Section 8.2.

8.4 LHD agrees to notify BCCPP no less than thirty (30) days prior to the termination, cancellation, or lapse of all or any portion of LHD's insurance coverage.

IX. Marketing, Advertising and Publicity

9.1 BCCPP shall have the right to use the name of LHD for purposes of informing Members, prospective Members, and Participating MCMCP Program Providers of the identity of Participating MCMCP Program Providers.

9.2 Except as provided in Section 9.1, BCCPP and LHD each reserve the right to and the control of the use of its name and all symbols, trademarks or service marks presently existing or later established. In addition, except as provided in Section 9.1, neither BCCPP nor LHD shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

X. Dispute Resolution

10.1 BCCPP and LHD agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

10.2 In the event that any problem or dispute concerning the terms of this Agreement, other than a UM decision as provided for in Article VI, is not satisfactorily resolved, BCCPP and LHD agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.

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XI Term and Termination

11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one and shall continue in effect until terminated pursuant to this Agreement. Notwithstanding the aforementioned, this Agreement shall only become effective upon approval by the DHCS in writing or by operation of law where the State has acknowledged receipt of the proposed Agreement and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt. The parties agree the DHCS shall be notified in accordance with Section 11.4 herein in the event this Agreement is terminated.

11.2 Either party may terminate this Agreement, by giving at least (120) days prior written notice. Nothing contained herein shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

11.3 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters subject to this Agreement but unresolved at that date.

11.4 In the event this Agreement is terminated, LHD agrees to assist BCCPP in the transfer of Member medical care including making available to the DHCS and BCCPP copies of medical records, patient files, and any other pertinent information held by LHD necessary for efficient case management of Members, as determined by the Director of the DHCS. The parties acknowledge that the cost of reproduction required by this provision will not be billed to Members, but will be borne by the DHCS.

XII. Definitions

12.1 "Affiliate(s)" means a corporation or other organization owned or controlled, either directly or through parent or subsidiary corporations, by BCCPP, or under common control with BCCPP.

12.2 "Benefit Agreement(s)" means the written agreement entered into by BCCPP and individuals or entities under which BCCPP provides, indemnifies, or administers health care benefits to persons enrolled in the MCMCP Program. When such written agreement is between an individual or entity and an Affiliate, LHD shall owe the obligations of this Agreement to such Affiliate and look to such Affiliate for the performance of obligations owed to LHD under this Agreement.

12.3 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under the terms of the applicable MCMCP Benefit Agreement or insurance policy, and applicable law and regulations, when more than one payor may have liability for payment for services received by Member.

12.4 "Emergency" means a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including without limitation sudden and unexpected severe pain) that the patient may reasonably believe that the absence of immediate medical attention could reasonably result in any of the following:

(1) Placing the patient's health in jeopardy,
(2) Serious impairment to bodily functions,
(3) Other serious medical consequences, or
(4) Serious and/or permanent dysfunction of any bodily organ or part.

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12.5 "Medically Necessary" means procedures, supplies, equipment or services that BCCPP determines to be:

(1) Appropriate for the symptoms, diagnosis or treatment of the medical condition; and
(2) Provided for the diagnosis or direct care and treatment of the medical condition; and
(3) Within standards of good medical practice within the organized medical community; and
(4) Not primarily for the convenience of the Member's PHYSICIAN or another provider; and
(5) The most appropriate procedures, supplies, equipment or service which can safely be provided. The most appropriate procedures, supplies, equipment or service must satisfy the following criteria: (i) there must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for the Member with the particular medical condition being treated than other alternatives; and (ii) generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and (iii) for hospital stays acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the medical condition, and safe and adequate care cannot be received as an outpatient or in a less intensified medical setting

12.6 "Medical Services" means those services provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.

12.7 "Member(s)" means "Eligible Beneficiaries", as defined in the contract between BCCPP and the DHCS, who have enrolled in the Medi-Cal Managed Care Program.

12.8 "Participating MCMCP Program Provider" means a hospital, other health facility, physician or other health professional which has entered into an agreement with BCCPP to provide health care services for prospectively determined rates.

12.9 "Supplies" means those supplies provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.

12.10 "Utilization Management means a function performed by BCCPP, or other entity acting on behalf of BCCPP that has been approved by the DMHC, to review and determine whether Medical Services or Supplies provided, or to be provided, are Medically Necessary.

XIII. General Provisions

13.1 Assignment. No assignment of the rights, duties or obligations of this Agreement shall be made by LHD or BCCPP without the express written approval of a duly authorized representative LHD or BCCPP. Any attempted assignment in violation of this provision shall be void as to BCCPP. Notwithstanding the aforementioned, LHD agrees that any assignment or delegation of this Agreement shall be void unless prior approval is obtained from the DHCS.

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13.2 Subcontracting. Except as otherwise specified herein, LHD shall not subcontract any obligation set forth herein, without the prior written consent of BCCPP.

13.3 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

13.4 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

If to BCCPP:

One Wellpoint Way, MS #CAT201-M013
Thousand Oaks, CA 91362
Attn: Director, Regulatory Services

With copy to: Legal Department
State Sponsored Business Counsel
21555 Oxnard Street
Woodland Hills, California 91367

If to LHD:

Director
Mariposa County Health Department
5100 Bullion Street
Mariposa, CA 95338

If to the DHCS:

1501 Capitol Avenue
Sacramento, CA 95814
Attn: Contract Manager for BCCPP of California

13.5 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by a valid act of Congress, or of the California Legislature, or by any regulation duly promulgated by the Officers of the United States or of the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

13.6 Entire Agreement. This Agreement, together with its Exhibits, contains the entire Agreement between BCCPP and LHD relating to the rights granted, and the obligations assumed, by the parties concerning the provision of Hospital Services to Members. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

13.7 Disclosure. If applicable, LHD agrees to furnish BCCPP with the names of its officers, owners, stockholders owning more than ten percent (10%) of its stock and major creditors holding more

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than five percent (5%) of the debt of LHD; this information shall become public record on file with the DHCS.

13.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and all other laws, regulations and contractual obligations of BCCPP. Without limiting the foregoing, BCCPP is subject to the requirements of the Knox-Keene Act and any provision required to be in this Agreement thereunder shall bind BCCPP and LHD, whether or not expressly provided in this Agreement.

13.9 Amendment. This Agreement or any article or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of the parties. An amendment to this Agreement shall be submitted to the DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved nor disapproved by the DHCS shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt or upon the date specified in the amendment, whichever is later.

13.10 DHCS Approval. The parties acknowledge that this Agreement must be approved by the Department's Medi-Cal Managed Care Division on joint recommendation from the Divisions of Prevention Services and Primary Care and Family Health prior to BCCPP commencing operations. This Agreement shall only become effective as to Members under the MCMCP Program upon approval by the DHCS in writing or by operation of law. The parties agree the DHCS shall be notified in the event this Agreement is terminated.

BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.	LOCAL HEALTH DEPARTMENT
Signature	Signature
Stephen L. Melody	Merlin Jones
Name	Name
President	Chair of the Board
Title	Title
11/6/14	4-22-15
Date	Date

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

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EXHIBIT A

COMPENSATION RATES

LHD agrees that it shall accept, pursuant to Article IV, the lesser of LHD's usual or customary rate or Anthem Blue Cross Proprietary Medi-Cal-rate on file.

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EXHIBIT B

UM PROCEDURES

I. INTRODUCTION

A. BCCPP has established a UM program to conduct UM as provided in Article VI. BCCPP and/or any and all Review Organizations with which BCCPP may contract shall establish and maintain review procedures and screening criteria which take into account locally acceptable standards for quality medical care.

B. The UM process has two primary objectives:

(1) To assure that LHD services provided to Members are Medically Necessary; and

(2) To assure that LHD services meet locally developed community standards for quality care and are provided at the appropriate level of care.

C. BCCPP shall accept approval decisions made by an outside Review Organization, designated by BCCPP, regarding Medical Necessity as binding on BCCPP. Denial decisions shall be subject to the appeal procedures provided in Exhibit C.

II. DEFINITIONS

The following definitions are in addition to any definitions in Article II of this Agreement:

A. "Certification Letter" means a document on which is stated BCCPP determinations regarding UM pursuant to this Agreement.

B. "Norms" means numerical or statistical measures of observed performance of health care services derived from aggregated information related to the health care services provided to a statistically significant number of persons, as developed by the Review Organization.

C. "Physician Advisor" means a validly licensed physician who is employed by or on contract to BCCPP to carry out UM.

D. "Review Coordinator" means a professionally qualified person who is competent to conduct initial review, data analysis and other functions involved in the UM performed pursuant to this Agreement.

E. "Review Organization" means an entity which provides the UM services described in this Agreement. It applies to the BCCPP Managed Care Services Department, as well as to other entities who may perform review activities on behalf of BCCPP.

F. "Screening Criteria" means those written guidelines adopted by BCCPP pursuant to this Exhibit C.

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G. "Working Day" means any day, Monday through Friday, excluding legal holidays.

III. RESPONSIBILITIES OF BCCPP

A. BCCPP shall develop, update and maintain Screening Criteria.

(1) Screening Criteria shall be developed for the purpose of making an initial determination of whether Services are Medically Necessary.

(2) Screening Criteria shall be based on professional expertise, current professional literature, and cumulative information on health care services provided within the community to a statistically significant number of persons.

(3) Screening Criteria shall be developed to enable the Review Coordinator to select for review by the Physician Advisor only those cases which appear outside locally accepted professional Norms.

B. BCCPP shall utilize professionally qualified review personnel to perform the duties of Review Coordinators. Such Review Coordinators shall have authority to use the Screening Criteria to provide approval for Services. A Review Coordinator shall have no authority to deny Services.

C. BCCPP may deny Services, but only by a Physician Advisor, after a review by the Physician Advisor of information contained in the Member's medical record and after consultation with the Attending Physician. If the Attending Physician is unavailable for consultation with the Physician Advisor and available information is insufficient for approval of the Services, the Physician Advisor shall deny the commencement or continuation of services subject to reconsideration and other appeal as provided in Article VIand Exhibit C of this Agreement.

D. When preservice review is performed, BCCPP shall respond to requests by providing a determination by telephone within three (3) Working Days of such requests. A certification number shall be given to the Attending Physician and to LHD from whom the patient is scheduled to receive the Services.

E. BCCPP shall provide written notification on a Certification Letter of approved requests for preservice review within three (3) Working Days of the request. Such notification shall be mailed to the Attending Physician, LHD, and the Member.

F. BCCPP shall respond to requests for reconsideration of denied preservice requests pursuant to Section 6.3, by making a redetermination and communicating the results to the Attending Physician and LHD by telephone and in writing within three (3) Working Days of the request.

G. BCCPP may conduct continuing review of Services.

H. BCCPP shall use the Screening Criteria to establish review dates for Services. Review dates shall be noted. If the Member continues to receive Services, an

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additional concurrent review may be conducted on or before the noted review date, a redetermination made and, if appropriate, a new review date established pursuant to this section. This process shall continue until either the Member is discharged or the Physician Advisor determines that, based on available information from the Member's medical record and the Attending Physician, continued Services are not approved as Medically Necessary.

I. If the Physician Advisor determines, on the basis of available information obtained from the Member's medical records and the Attending Physician, that continued Services are not approved, BCCPP shall notify LHD, the Attending Physician and the Member or the Member's authorized representative, in writing, on the Certification Letter, within three (3) Working Days. Such notification shall include an explanation of the procedure for requesting reconsideration.

J. If reconsideration of a denied continuation of Services is requested, BCCPP shall reconsider the decision and communicate it to LHD by telephone and to LHD, the Attending Physician and the Member, in writing, within three (3) Working Days of the request if the Member is still receiving services. Otherwise, BCCPP shall notify LHD, the Attending Physician and the Member of the reconsideration decision, in writing, on the Certification Letter, within twenty (20) Working Days of the request. Further appeal shall be conducted, if requested, according to the appeal procedures provided in Exhibit D.

K. In making any determination regarding whether LHD's commencement or continuation of Services is Medically Necessary, BCCPP shall consider all relevant information. BCCPP shall thoroughly document its actions and the rationale for its determinations.

IV. RESPONSIBILITIES OF LHD AND/OR ATTENDING PHYSICIAN

A. LHD and/or Attending Physician shall request a preservice review from BCCPP at least three (3) Working Days prior to scheduled Services to avoid retrospective denial of payment for such Services provided to Member. This may be done by phoning the Managed Care Services Department at (800) 274-7767. Preservice review will be done in accordance with Section III. D. of this Exhibit C.

B. LHD and/or Attending Physician shall provide the following information to BCCPP at the time of the request for preauthorization:

(1) Patient's name and Member certificate number;
(2) Patient's age and sex;
(3) Patient's diagnosis;
(4) Attending Physician's name and telephone number;
(5) Description of services; e.g., drug name, dosage, frequency, duration and treatment course;
(6) Planned date(s) of service;
(7) Name and telephone number of planned LHD; and
(8) Other information requested by BCCPP.

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V. REFERRAL CARE

A. Scheduled referral to providers of Services who are not Participating Providers:

(1) Preservice review should be requested for any scheduled referral for Services to providers who are not Participating Providers if the Member is to receive maximum benefits available under the Member's Benefit Certificate.

(2) Preservice review for referral care shall be requested by the Attending Physician and/or LHD. When preservice review is performed, BCCPP shall determine whether the services are Medically Necessary and if they could be provided by a Participating Provider of Services. BCCPP shall not authorize commencement of Services or continued Services from a provider of Services which is not a Participating Provider which could be provided by a Participating Provider in a manner consistent with the needs of the Members.

(3) BCCPP shall provide notification of the determination regarding referral care by telephone and in writing on the Certification Letter within three (3) Working Days of the request.

B. Emergency Services and continuing provision of Services from a provider which is not a Participating Provider may be reviewed by BCCPP to determine if the Services are Medically Necessary and whether the services should be commenced by a Participating Provider in order to provide maximum benefits available under the Member's Benefit Agreement.

VI. OTHER PROCEDURES AND INFORMATION

A. UM and Payment of Claims:

(1) When applicable, the certification number shall be written on the claim form or a copy of the Certification Letter shall be attached to the claim form when the claim is submitted to BCCPP for payment. Claim forms without the Certification number or letter may be returned to LHD.

(2) The UM decision made by BCCPP is solely for determining whether Services are Medically Necessary and/or can be safely provided in the home. Claim processing and payment determination shall be the sole responsibility of BCCPP.

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EXHIBIT C

ARBITRATION FOR UM

The initial decision regarding whether Services are Medically Necessary shall be made pursuant to Section 6.1. LHD may appeal such a decision pursuant to the terms of Section 6.3. Arbitration under that section shall follow the procedures below.

A. LHD agrees to submit any dispute concerning a UM decision, unresolved by reconsideration or review pursuant to the terms of Section 6.3, to binding arbitration. The arbitration shall be commenced by LHD by making written demand on BCCPP. The scope of that arbitration shall be limited to a determination of whether, or to what extent, benefits specified in the applicable MCMCP Program Benefit Agreement were Medically Necessary or otherwise payable for the claim or claims in dispute.

B. The arbitration shall be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration findings shall be binding upon any subsequent litigation.

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EXHIBIT D

LINGUISTIC SERVICES

(LHD shall designate the linguistic services to be provided to Members and the names of the individuals who will provide such services according to Section 4.11 of this contract)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
AND THE
MARIPOSA COUNTY PUBLIC HEALTH DEPARTMENT ("COUNTY")

FAMILY PLANNING SERVICES

CATEGORY	COUNTY FAMILY PLANNING SERVICES PROGRAM	ANTHEM
LIAISON	1. Responsible for appointing a Family Planning Liaison to coordinate activities with Anthem. 2. Family Planning Liaison will provide Anthem and Anthem providers with a list of Family Planning clinic sites, addresses, dates and hours of operation; at minimum annually and with updates as available.	1. Identify a local Anthem Liaison to coordinate activities with the Family Planning Program. 2. Provider Training Staff will notify Anthem staff and providers of their responsibilities for the Family Planning Program. 3. Anthem Liaison will provide the Family Planning Program with an updated Provider Directory, at minimum annually, and with updates as available.
OUTREACH	1. Inform patients of their right to go out of plan without prior authorization. 2. Inform patients and potential patients about Family Planning services.	1. Member Services Guide will be mailed to all members within 7 days of enrollment date informing them of their entitlements including: • Their right to access Family Planning services from any qualified provider without prior authorization. • The availability of all available Family Planning services and their right to access services outside of the Anthem network. • This information will be provided through the Anthem Member Services Guide. 2. Upon request, Customer Call Center (CCC) manager and/or Community Resource Center (CRC) staff will inform eligible women and men of their benefits and assist them in accessing care and scheduling appointments. 3. The following are family planning services provided to members: • Health education and counseling necessary to

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FAMILY PLANNING SERVICES

OUTREACH (cont.)		make informed choices and understand contraceptive methods; • Limited history and physical examinations; • Laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods; • Diagnosis and treatment of sexually transmitted diseases (STD) if medically indicated • Screening, testing and counseling of at risk individuals for Human Immunodeficiency Virus (HIV) and referral for treatment; • Follow-up care for complications associated with contraceptive methods issued by the family planning providers; provision of contraceptive pills, devices/supplies; • Tubal Ligation; • Vasectomies; • Pregnancy testing and counseling.
APPOINTMENT SCHEDULING	1. Assure patient access for services as quickly as possible.	1. Provider Operations Manual and Anthem provider website or local Clinical Quality Compliance Administrators (CQCA) Nurse will train Anthem providers of responsibility for scheduling patient's appointments.
EDUCATION	1. Family Planning Program will provide education services to all patients following established guidelines which include: • Initial individual assessment and re-assessment as needed,	1. Health Education Specialists, CQCA and Network Education Representatives are responsible for provider and enrollee education regarding Family Planning on an ongoing basis.

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FAMILY PLANNING SERVICES

	of the patient's family planning educational needs and knowledge about reproductive health. • Initial and all subsequent education and counseling sessions must be provided in a way that is understandable to the patient and conducted in a manner that facilitates the patient's integration of information for the promotion of positive reproductive health behaviors. • An explanation of the results of the physical examination and the laboratory tests • Each pregnancy test patient must be provided with all information appropriate to the test results in order to make an informed choice. • All Family Planning staff persons providing education and counseling must be knowledgeable about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and counseling techniques, including interviewing and communication skills. Individuals are expected to or will be trained to recognize situations where more intensive counseling may be required and make referrals as appropriate.	2. PCP, CCC Representatives and/or CRC Staff are responsible for referring enrollees on an ongoing basis to existing educational resources in the community provided to Anthem and by the Family Planning Service Program. 3. PCP, Health Education Department, CCC Representatives and/or CRC Staff are responsible for informing enrollees about all available services on an ongoing basis.
CREDENTIALING	1. All providers within the Family Planning Services are credentialed through Family Planning standards. 2. All Family Planning providers agree to provide the full scope of family planning services as stipulated in PACT.	1. Prior to implementation and every two years thereafter, Credentialing Department is responsible for procedures to assess and ensure provider qualifications and competence.

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FAMILY PLANNING SERVICES

PLANNING, DATA COLLECTION, AND REPORTING	1. Provide information to Anthem to assist planning and development. 2. Work in collaboration with Anthem to identify unmet service needs and gaps 3. Provide data that is currently being collected to Anthem as needed and capacity allows.	1. Provider Operations Manual and Anthem provider website, Provider Liaison, CQCA Nurse will inform PCPs to collect and submit data to Family Planning Services Program according to PHD/PHS guidelines. 2. Anthem will share Family Planning studies/results when applicable, such as published HEDIS reports, needs assessments, etc.
QUALITY ASSURANCE	Collaborate with Anthem on quality assurance standards and in implementing quality assurance program relative to standards of care, members served office procedures, etc.	CQCA Nurse will monitor compliance when Family Planning standards are not met.
MEDICAL RECORD MANAGEMENT	Family Planning Service Program will make sure that: 1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information. 2. Individual member records of the Anthem members cannot be released without the written request of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.	Anthem providers will make sure that: 1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information. 2. Individual member records of Anthem members cannot be released without the written request of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.
INFORMED CONSENT	1. Family Planning Services Program will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods,	1. Anthem providers will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods, including sterilization in

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MEMORANDUM OF UNDERSTANDING
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FAMILY PLANNING SERVICES

	including sterilization, in accordance with Title 22, CCR, Sections 51305.1 and 51305.3	accordance with Title 22, CCR, Sections 51305.1 and 51305.3
PROVIDER NETWORK	1. Assist Anthem in identifying Family Planning health education resources. 2. Collaborate in developing and providing training for Anthem providers on Family Planning issues	1. Network Education Representative and Development will maintain primary responsibility for provider recruitment. 2. Provider Operations Manual and Anthem Provider website, will maintain primary responsibility for training for Anthem providers on family planning issues.
REIMBURSEMENT & BILLING	1. Bill Anthem for Family Planning services administered to Anthem members. 2. Family Planning Services Program may bill Anthem using Family Planning Services billing number, not Family Planning Clinic number, and member ID number only, with diagnosis and related CPT codes.	1. Anthem will reimburse out of network providers for medically appropriate Family Planning services at M/Cal FFS rates as stipulated in MMCD Policy Letters 98-11 and 95-03.
CONFLICT RESOLUTION	1. Schedule periodic meetings with Anthem liaison to monitor this MOU. 2. Conduct a periodic review, update and/or renegotiations of this agreement as is mutually agreed. 3. Provide 60 days notice to Anthem should Family Planning Services decide to modify this agreement.	1. Local CQCA Nurse will meet with Family Planning Services liaison to monitor this agreement quarterly/annually/as necessary, and/or upon request. 2. Local CQCA Nurse will update and/or renegotiate this agreement, as is mutually agreed. 3. Local Program Manager will provide 60 days notice to Family Planning Services should Anthem decide to modify this agreement.
PROTECTED HEALTH INFORMATION	1. County Family Planning Services Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
AND THE
MARIPOSA COUNTY PUBLIC HEALTH DEPARTMENT ("COUNTY")

FAMILY PLANNING SERVICES

	• HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. County Family Planning Services Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County Family Planning Services Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	• 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County Family Planning Services Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

Mulsi Jones
County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM:
Steven W. Dahlen
STEVEN W. DAHLEN
COUNTY COUNSEL

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MEMORANDUM OF UNDERSTANDING
BETWEEN
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STD SERVICES

CATEGORY	COUNTY STD SERVICES	ANTHEM
LIAISON	1. Appoint a STD liaison with expertise in the subject to facilitate timely exchange of Program and patient specific information with Anthem and to inform STD staff of their roles and responsibilities. 2. Provide updated information regarding standards and guidelines concerning STDs. STD Services to ensure the most recent Center for Disease Control (CDC) guidelines are available to the plan. 3. Attend at least one liaison VS Quarterly/Yearly.	1. Appoint a STD liaison with expertise in the subject to facilitate timely exchange of Program and patient specific information with STD Services and to inform Anthem provider staff of their roles and responsibilities in regard to STD services. 2. Ensure providers have access to CDC guidelines. 3. Work in concert with STD Services to coordinate rapid response to outbreak situations. 4. Attend at least one liaison meeting Quarterly/Yearly.
DATA COLLECTION	1. Monitor disease prevalence and trends, provide data to Plans, and as resources are available, provide assistance to Anthem to analyze and evaluate data.	1. Collect disease prevalence data, including demographics for population and give data to health department.
DISEASE REPORTING	1. Provide the Anthem providers with California Morbidity Report (CMR) forms and guidelines for reporting. Monitor the disease-reporting process, including accuracy and completeness of information provided. 2. Provide Anthem clinical laboratories with lists of reporting requirements; including required patient information and guidelines for providing this data to the STD program. Monitor the disease-reporting process. 3. Share relevant STD reports/data with Anthem. 4. Assure that STD reporting	1. Provide County STD program with completed California Morbidity Report (CMRs) on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1. 2. Anthem clinical laboratories provide County STD program with required information on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1. 3. Assure provider compliance with

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STD SERVICES

	requirements are met.	STD reporting requirements.
STD SCREENING PROTOCOL	Assist Anthem in developing risk-assessment tools and screening protocols, as resources allow.	Develop STD risk-assessment tools and screening protocols for asymptomatic patients.
PROVISION OF SERVICES	***For Counties with categorical STD Clinics:*** 1. Provide STD screening, diagnosis, counseling/education, and treatment for Anthem members, including sensitive services to minors (age 12 and over) without prior authorization for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Medi-Cal Policy Letter 96-09. 2. STD services for the disease episode include the diagnosis and treatment of the following STDs: syphilis, gonorrhea, chlamydia, herpes simplex, chancroids, trichomoniasis, human papilloma virus, non-gonococcal urethritis, lymphogranuloma venereum and granuloma inguinale. *Citation: Exhibit A, Attachment 12, Provision 1* 3. Inform members of their rights regarding release of confidential information to their primary care provider (PCP) or Anthem. 4. Educate members regarding importance of continuity of care. 5. Ensure members will be seen in a timely manner. If the patient cannot be seen within 24 hours in a categorical STD clinic,	1. Provide STD screening, diagnosis, counseling/education and treatment for Anthem members, including sensitive services to minors (ages 12 and over) for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Policy Letter 96-09. 2. Inform all Anthem members of their right to access out-of-Plan STD services without prior authorization including sensitive services for minors without parental consent. Also inform them that these services are available at County STD clinics (where applicable) at no charge to them. 3. Inform members of their right to confidentiality.

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STD SERVICES

	arrangements will be made in a public health setting to see the patient.	
STD CONSULTATION AND TECHNICAL ASSISTANCE	Provide Anthem Providers with consultation for STD diagnosis, treatment, follow-up and referral of patients.	Notify Anthem staff of STD program consultation.
PARTNER NOTIFICATION AND REFERRAL	1. Conduct contact investigations, with support as appropriate from the California Department of Public Health Sexually Transmitted Diseases Control Branch regional field office Disease Intervention Section staff in response to the location and treatment of sexual partners of infected individuals according to LHD disease control priorities, and ensure they are tested, receive appropriate counseling and treatment, and identify sexual partners for further follow-up. 2. Monitor partner-referral efforts of Anthem and assist in locating and follow-up of hard-to-reach members, as State and local resources allow.	1. Inform providers regarding the importance of rapidly notifying sexual partners of infected enrollees so they can be tested and be in receipt of appropriate counseling and treatment at earliest opportunity. 2. Ensure the STD patient's sexual partners who are Anthem members are tested, treated and counseled according to partner management guidelines.
COORDINATION OF CARE	Communicate medical information to Anthem liaison or Anthem according to contract, with member's consent, as soon as possible after diagnosis/treatment services.	Assure that clinical information provided by LHD reaches PCP for follow-up in a timely fashion.
REIMBURSEMENT	Three possibilities: 1. <u>For members who sign release form for both PCP and Anthem</u> : Provide Anthem with copy of member-identifying data, dates of service and treatment documentation as a condition of reimbursement. Include	1. Reimburse an appropriately documented, uncontested claim, or notify the STD Services that claim is contested within 45 days of receipt of claim.

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	copy of member's signed release of information. Anthem will reimburse the STD Services for the screening, diagnosis, counseling/education, treatment and laboratory testing of an STD episode at the Medi-Cal fee-for-service rate after the treatment records have been provided to Anthem, if the client has provided written consent to protect confidentiality. 2. <u>For members who sign a consent form for Anthem but not PCP:</u> STD Services will track the number of MCC members who will not sign consent for release of information. After the first quarter of operation, Anthem and STD Services will look at the number or cases and determine a payment solution, if appropriate. 3. Contractor shall reimburse local health departments and non-contracting family planning providers at no less than the appropriate Medi-Cal FFS rate, for the diagnosis and treatment of a STD episode. *Citation: Exhibit A, Attachment 8, Provision 10.* 4. Contractor shall provide reimbursement only if STD treatment providers provide treatment records or documentation of the Member's refusal to release	

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STD SERVICES

	Medical Records to Contractor along with billing information. *Citation: Exhibit A, Attachment 8, Provision 10*	
DATA SHARE/REPORTING	1. Share relevant STD reports/data with Anthem. 2. Assure that STD reporting requirements are met.	1. Assure provider compliance with STD reporting requirements.
HEALTH EDUCATION	1. As resources allow; provide technical assistance to Anthem on needs of target population and assistance in designing appropriate health education programs. 2. As resources allow; provide updated information on STD prevention and control to Anthem . 3. As resources allow; provide health education technical assistance, assist in training and choosing STD-specific educational materials to Anthem providers and community agencies to enhance their availability to access high-risk individuals and deliver effective STD health education programs. 4. As resources allow; provide technical assistance to Anthem to improve quality and effectiveness of STD prevention education efforts for enrollees.	1. Provide technical assistance on needs of target population and assistance in designing appropriate health education programs. 2. Provide information to enrollees at risk for STDs, including materials on the prevention of STDs and availability of screening and treatment. 3. Provide assistance to STD Services providing training and resources to Anthem providers and community agencies to enhance their ability to access high-risk individuals and deliver effective STD health education programs. 4. Assist STD Services in quality assurance activities by providing data on Anthem's STD prevention education interventions and outcomes. Utilize data to improve effectiveness of STD prevention education efforts.
QUALITY REVIEW	1. Be involved in the process of strategic planning and policy development for prevention and control of STDs in managed care setting *using best practice standards of*	1. Implement STD program. 2. Provide STD-related service information to the STD county program.

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	care. 2. Review STD-related service information from Anthem Blue Cross in areas of disease reporting, adequacy of treatment, follow-up and partner notification.	
PROBLEM RESOLUTION	1. Schedule periodic meetings with Anthem liaison for problem resolution. In the event a problems cannot be resolved at local level, contact DHS contract manager. 2. Review MOU at least annually and revise as needed.	1. Schedule periodic meetings with the STD Services liaison for problem resolution. In the event problems cannot be resolved at local level, contact DHS contract manager. 2. Review MOU at least annually and revise as needed.
PROTECTED HEALTH INFORMATION	1. County STD Services 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 Code 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) 2. County STD Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County STD Services will notify Anthem of verified breaches (as	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County STD Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or

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STD SERVICES

	defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

Merlin Jones
County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM:
STEVEN W. DAHLEN
COUNTY COUNSEL

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MEMORANDUM OF UNDERSTANDING
BETWEEN
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HIV SERVICES

CATEGORY	COUNTY HIV SERVICES	ANTHEM
LIAISON	1. Appoint a Liaison to coordinate activities with Anthem. 2. Notify HIV/AIDS Program staff of their roles and responsibilities. 3. Liaisons will meet at least quarterly/annually/as necessary, and more frequently if requested by either liaison.	1. Anthem will appoint a Sr. Public Health Administrator to coordinate activities with the HIV/AIDS Program. 2. Notify Anthem staff and contracting providers of their roles and responsibilities. 3. Liaisons will meet at least quarterly/annually/as necessary, and more frequently if requested by either liaison.
PROVIDER EDUCATION	1. As resources allow, County will provide, technical assistance, training, and material related to HIV prevention, education, counseling, and testing, including providing mandatory services to pregnant women and adolescents. 2. County will provide Anthem Health with timely information about any trainings offered within the County related to HIV counseling, testing, treatment, prevention, etc.	1. Anthem will inform contracting providers of their responsibility to assess all members for risk factors for HIV infection and to appropriately counsel and offer HIV testing, including providing mandatory services to pregnant women and adolescents. 2. Anthem will provide information to providers regarding consent and test result disclosure information. 3. Anthem will promote County training opportunities to contracting providers through existing communication channels. 4. Compliance with Department of Health Care Services (DHCS), Medi-Cal Managed Care Division, Policy Letter No. 97-08; offer counseling to all infants, children and adolescents as defined in the policy letter.
CONSENT	1. Test site will have client fill out consent form for HIV	1. Before any information is released from the County to

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HIV SERVICES

OUTREACH	of locations and times when anonymous and confidential HIV testing is available	confidential and anonymous HIV testing from HIV test sites. 2. Anthem makes health education materials, including STI and HIV materials, available to contracting providers at no cost to them by provider written request.
BILLING	N/A	N/A
QUALITY IMPROVEMENT AND DATA COLLECTION	1. Submit available HIV data to Anthem. 2. Share with Anthem relevant HIV/AIDS disease reports, as requested. 3. Participate in Anthem's Quality Improvement Program, as Anthem requests.	1. Maintain quality improvement program in accordance with the requirements of the Medi-Cal Agreement and Knox Keene Health Care Service Plan Act. 2. Inform contracting providers, including laboratories, of legal reporting requirements related to AIDS diagnosis.
MONITORING AND CONFLICT RESOLUTION	1. Liaisons will meet at least quarterly/annually/as necessary, to assess and coordinate mutual HIV project goals. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 3. Conduct an annual review of this Agreement.	1. Liaisons will meet at least quarterly/annually/as necessary, to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 3. Conduct an annual review of this Agreement.
REIMBURSEMENT	N/A	N/A
PROTECTED HEALTH INFORMATION	1. COUNTY will comply with all applicable laws pertaining to use and disclosure of PHI	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and

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HIV SERVICES

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Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM
STEVEN W. DAHLER
COUNTY COUNSEL

10/01/10

rev:1/2/11 sn

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MEMORANDUM OF UNDERSTANDING
BETWEEN
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IMMUNIZATION SERVICES

CATEGORY	COUNTY IMMUNIZATION SERVICES PROGRAM	ANTHEM
LIAISON	1. Immunization Nurse will coordinate activities with Anthem and will notify Immunization Program staff of their roles and responsibilities related to coordination.	1. Local Quality Management Specialist (QM) Nurse will serve as liaison to coordinate activities with Immunization Program staff and to inform Anthem staff. 2. Anthem will inform providers of their responsibilities to educate enrollees about countywide Immunization Program.
CLIENT OUTREACH AND ACCESS	1. As resources allow; Coordinate and staff special immunization sites and special events basis. 2. Refer Anthem families to Anthem Outreach in order to access care if the child does not have a Primary Care Physician (PCP). 3. Refer clients to PCP's, including county clinics and community based organizations for immunizations. 4. Provide immunizations to Anthem members upon request at existing immunization service delivery sites.	1. Anthem will automatically mail reminder notices to families regarding immunizations needed. 2. Upon request, Customer Service Unit Representatives and/or Community Resource Coordinators (CRC) staff may assist in scheduling appointments to reasonably ensure timely immunizations Health Education Project Manager will notify providers of the availability of free vaccines through Vaccines for Children Program (VFC). 3. Anthem will educate PCP to immunize adults.
TRACKING AND DATA COLLECTION	1. Encourage Anthem participation in county's data tracking system to monitor immunization levels in the county. 2. Provide county wide immunization rates to Anthem as available. 3. Support Healthy Futures (San Joaquin County), California Immunization Registry (CAIR) and HEDIS as resources allow. 4. Participate in the local immunization coalition.	1. Anthem staff will encourage PCP participation in California Immunization Registry (CAIR) to monitor immunization levels in the county. 2. Upon request, Anthem will provide Immunization Program on immunization rates from Anthem Data and HEDIS. 3. Local QM Nurse will participate in immunization

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IMMUNIZATION SERVICES

		coalition. 4. Anthem is required by contract to conduct annual HEDIS studies and will involve Immunization Services as County resources allow assist in obtaining results. 5. Anthem providers will follow immunization recommendations per the ACIP and the American Association of Pediatrics (AAP).
HEALTH EDUCATION	1. As resources allow; support an educational media campaign that urges parents to immunize their children according to the appropriate schedule. 2. As resources allow; conduct public education campaigns to inform consumers of special circumstances, such as outbreaks of vaccine preventable diseases. 3. Provide technical expertise on a variety of related topics for primary care providers, county clinics, and community based organizations, schools, etc., as resources allow.	1. Local QM Nurse will collaborate with Immunization Program to develop member education program on an ongoing basis. 2. Local QM Nurse will assist county in dissemination of information to providers and members about disease outbreaks, health fairs, free clinics, etc. via the immunization coalition. 3. Anthem will generate reports regarding members' immunization status to PCP.
QUALITY IMPROVEMENT	1. Work in coordination with Anthem to facilitate the increase of immunizations in the County. 2. Advocate for state and federal policies that support access to immunizations.	1. Local QM Nurse will work on coordination with Immunization Program to facilitate the increase of immunizations in the County through ongoing provider and member communication. 2. Anthem Intervention Strategy Committee will develop interventions that support access to immunization. 3. Plans are required to implement quality improvement interventions aimed at achieving the Healthy People

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E.29.b

MEMORANDUM OF UNDERSTANDING
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IMMUNIZATION SERVICES

		2020 immunization rate objectives.
SURVEILLANCE	1. As resources allow; Conduct epidemiological investigations on vaccine related preventable diseases. 2. Provide technical assistance to providers during disease outbreaks.	1. Anthem will instruct providers to report cases of vaccine preventable diseases to the Communicable Disease Program via telephone call; provider will immediately complete the Confidential Morbidity Report and forward to DCH Communicable Disease Department in accordance with the California Health and Safety Code. 2. Anthem and CRC Staff will assist Immunization Program in contacting providers during disease outbreaks.
MONITORING AND CONFLICT RESOLUTION	1. Schedule quarterly/annually/as necessary, or more often if needed meetings with Anthem liaison to monitor MOU. 2. Conduct a periodic review of, update and/or renegotiation of this agreement, as is mutually agreed. 3. Provide notice in accordance with the terms of the Service Agreement of 60 days to Anthem for any modifications of MOU. 4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem . If agreement can not be reached at the local level, it is to be elevated to the State Immunization Branch for resolution.	1. Local QM Nurse will meet quarterly/annually/as necessary, more often if needed with the Immunization liaison to monitor this agreement quarterly/annually/as necessary, and/or upon request. 2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed. 3. Local Program Manager will provide notice in accordance with the terms of the Services Agreement of 60 days should Anthem decide to modify this agreement. 4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem . If agreement cannot be reached at the local level, it is to be elevated to the State MMCD for

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IMMUNIZATION SERVICES

		resolution.
REIMBURSEMENT	1. County Immunizations Services may bill for administration of immunizations. Immunizations will be supplied by VFC. If not supplied by VFC, they may be billed to Anthem.	1. Anthem will reimburse for administration of immunizations. If billed, Anthem will reimburse for immunizations not supplied by VFC.
MEDICAL RECORD MANAGEMENT	1. The local health department shall provide immunization records to PCP when immunization services are billed to the Contractor.	
PROTECTED HEALTH INFORMATION	1. County Immunization Services 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 Code 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) 2. County Immunization Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County Immunization Services will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial,	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County Immunization Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

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IMMUNIZATION SERVICES

	reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	

Blue Cross of California
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APPROVED AS TO FORM:
STEVEN W. DAHLEN
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BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
AND THE
MARIPOSA COUNTY PUBLIC HEALTH DEPARTMENT ("COUNTY")

CALIFORNIA CHILDREN'S SERVICES ("CCS")

CATEGORY	COUNTY LOCAL CCS PROGRAM	ANTHEM
LIAISON	1. For dependent counties the CCS Regional Office and County CCS program will appoint and maintain a liaison to Anthem who will be the program's point of contact for Anthem and Anthem primary care physicians to facilitate the coordination of comprehensive services for children with CCS eligible medical conditions. 2. The CCS liaison will meet, at a minimum, quarterly/annually/as necessary to ensure ongoing communication, resolve operational and administrative problems, and identify policy issues needing resolution at the management level.	1. Anthem will designate a liaison to CCS to coordinate and track referrals. 2. Liaisons will meet, at a minimum, quarterly/annually/as necessary to ensure ongoing communication, resolve operational and administrative problem, and identify policy issues needing resolution at the management level.
CASE IDENTIFICATION AND REFERRAL	1. CCS Regional Office and County CCS program staff will provide technical assistance to Anthem for the development of Anthem policies, procedures, and protocols for making referrals to the program, including necessary medical documentation. 2. CCS Regional Office and County CCS program staff will determine medical eligibility after receiving adequate medical documentation of the suspicion of a CCS eligible condition. 3. CCS Regional Office and County CCS program staff will ensure that provider, designated Anthem personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination.	1. Anthem will develop procedures, in conjunction with the CCS Regional Office and County CCS program, for Anthem or provider to submit the necessary documentation to determine medical eligibility at the time of referral. 2. Anthem will develop procedures to specify that providers are to refer a subscriber to the County CCS program within one working day of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which medically necessary services may be approved.) 3. Anthem will inform families of subscribers of referral to the CCS program and the need to

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	4. CCS Regional Office will provide medical consultation as appropriate during the time period from referral to medical eligibility determination. 5. CCS Regional Office and County CCS program staff will authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established.	have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined. 4. Anthem will arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the CCS Regional Office and/or the County CCS program for a condition determined to be CCS eligible). 5. Anthem remains responsible for CCS-referred children until CCS program eligibility is determined. The Primary Care Provider is responsible for referred children with CCS-eligible conditions for primary care and other medical services outside of the CCS-eligible condition.
CASE MANAGEMENT/TRACKING AND FOLLOW-UP	1. CCS Regional Office and County CCS program staff will assist Anthem in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into CCS program. 2. CCS Regional Office and County CCS program staff will provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as	1. Anthem is responsible for all non-CCS-eligible medical needs. 2. Anthem will utilize a tracking system to coordinate health care services for members receiving services authorized by the CCS program. 3. Anthem will develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations.

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	Local Education Agencies and Regional Centers.	4. Anthem will develop policies and procedures that specify coordination activities among primary care providers, specialty providers, and hospitals and communication with CCS program case managers.
QUALITY ASSURANCE AND MONITORING	1. CMS Branch liaison and County CCS program staff will conduct jointly with Anthem regular reviews of policies and procedures related to this agreement. 2. CMS Branch liaison and County CCS program staff will participate, at a minimum, in quarterly/annually/as necessary meetings with Anthem to update policies and procedures as appropriate. 3. CMS Branch liaison and County CCS program staff will review and update protocols on an annual basis in conjunction Anthem. 4. CMS Branch liaison and County CCS program staff will collaborate with Anthem to monitor the effectiveness of the Agreement and the plan/CCS interface.	1. Anthem will conduct jointly with the CMS Branch and County CCS program regular reviews of policies and procedures related to this agreement. 2. Anthem will participate, at a minimum, in quarterly/annually/as necessary meetings with the CMS Branch and County CCS program to update policies and procedures as appropriate. 3. Anthem will review and update protocols annually in conjunction with the CMS Branch liaison and County CCS program. 4. Anthem will develop work plan, in conjunction with CCS, that will monitor the effectiveness of the Agreement and the plan/CCS interface
PROVIDER TRAINING	1. Collaborate with Anthem to assist with the development of CCS related policies and procedures, as needed by Anthem and CCS. 2. As resources allow Collaborate with Anthem to provide initial training opportunities that will give providers an understanding of the CCS program and eligibility requirements as	1. Anthem will develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS program. 2. Anthem will provide multiple initial training opportunities, in conjunction with the local CCS program, for Primary Care

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	resources allow. 3. CCS Regional Office will provide availability of program medical consultant or designee to consult with Primary Care Providers and/or specialty providers on a case-by-case basis. 4. Support ongoing training opportunities on at least an annual basis ~~and~~ as resources allow.	Providers, including organized provider groups and support staff, in order to ensure awareness and understanding of the CCS program and eligibility requirements. 3. Anthem will collaborate with CCS program staff to develop training materials that will ensure that Primary Care Providers, specialty providers, and hospitals understand the respective responsibilities of Anthem and the CCS program in authorizing services for subscribers with CCS-eligible conditions. 4. Anthem will maintain training opportunities on at least an annual basis.
CCS PROVIDER NETWORK	1. Coordinate with the CCS Regional Office to assist Anthem with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers. 2. Coordinate with Anthem to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment, as needed.	1. Anthem will develop a process to review Anthem providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled. 2. Anthem will identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers. 3. Anthem will ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate plan specialist.
PROBLEM RESOLUTION	1. The appropriate Division Manager will assign appropriate	1. Anthem will assign appropriate Anthem management/liaison

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	CCS program management and professional/liaison staff to participate with Anthem management staff in the resolution of individual subscriber issues as they are identified. 2. The appropriate Division Manager will assign appropriate CCS program/liaison staff to participate in quarterly/annually/as necessary meetings with Anthem management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. 3. The appropriate Division Manager or designee will refer the issue to CMS Regional Office, if problem cannot be resolved locally.	staff to participate with the CCS Regional Office and County CCS program management and professional staff in the resolution of individual subscriber issues as they are identified. 2. If disagreement regarding medical eligibility and program benefits determination exists, physicians may submit written request to CCS Regional Office for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS Regional Office. 3. Anthem will assign appropriate Anthem management/liaison staff to participate in quarterly/annually/as necessary meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. 4. Anthem will refer issue to the appropriate CMS Regional Office, if problem cannot be resolved locally.
PROTECTED HEALTH INFORMATION	1. County CCS Program 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 Code 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)	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. Anthem will encrypt any data transmitted via Electronic Mail

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	2. County CCS Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County CCS Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	(Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County CCS Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California Partnership Plan, Inc.

1-16-15
Date

County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM:
STEPHEN W. DAHLBERG
COUNTY COUNSEL

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MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM ("MCAH")

CATEGORY	COUNTY MATERNAL, CHILD AND ADOLESCENT HEALTH ("MCAH")	ANTHEM
LIAISON	1. MCAH Director/designee coordinates activities with Anthem and notifies MCAH staff of their roles and responsibilities. 2. The MCAH Director or designee will work with Anthem and communicate: • The goal of the MCAH program in collaboration with Anthem is to improve pregnancy outcomes, encourage early access to prenatal care and give every baby a healthy start in life (OB Access Program leading to AB 3021. Margolin 1984) 3. As resources are available, COUNTY MCAH Director will work with Anthem to develop, implement and coordinate a work plan as indicated.	1. Local QM Nurse will serve as liaison to coordinate activities with MCAH. 2. Anthem will attend the Quarterly CPSP Roundtables. 3. Work with Health Services Agency to develop, implement and coordinate opportunities to promote MCPHD MCAH programs.
OUTREACH	1. As resources are available MCAH Outreach and Home Visitation Programs will outreach to potentially eligible pregnant women and assist them in accessing care when they are identified through usual referral sources. 2. Perinatal Outreach Education (POE) Program will outreach to	1. CRC Outreach Staff will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant members. 2. Local OB's will be directed to refer low risk and moderate risk OB pregnant members, per CPSP guidelines, to Anthem outreach when the office staff is unable to

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	potentially eligible pregnant women and assist them in accessing care when they are identified through usual referral sources. 3. MCAH Perinatal Outreach Unit will perform outreach and identification of: • Potential eligible women of reproductive age (11-45 years) and help them access care, including Medi-Cal benefits, reproductive health services and other support services, when as they are identified through the established outreach system and Comprehensive Case Management (CCM). • Heads of households regarding health needs as appropriate when they are identified through the established outreach and CCM system.	reach the member for rescheduling following current Anthem procedures for missed appointments (three office attempts by phone/written communication). 3. Inform Members of maternal and child health services available from MCAH and Anthem. 4. Anthem will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant Members. 5. Anthem will work with community providers to promote the Comprehensive Perinatal Services Program (CPSP) – Program.
APPOINTMENT SCHEDULING and TRANSPORTATION ASSISTANCE	1. MCAH will refer to Anthem for assistance with scheduling and transportation. 2. MCAH will notify Anthem of members needing specialized transportation.	1. Prior to implementation and as needed thereafter, Health Education Project Manager will instruct Anthem providers on responsibility for scheduling patient' appointments. 2. CRC Staff may assist in scheduling appointments upon member's/provider's request. 3. Anthem's Primary Care Physicians are responsible for referring

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		Members to appropriate physician specialist services and Obstetricians.
HEALTH EDUCATION	1. Provide technical assistance and consultation to Anthem on available perinatal and other community resources. 2. As resources are available MCAH will perform community-wide education on relevant MCAH topics, as per established MCAH outreach/education systems. 3. MCAH and Anthem will promote joint education programs. 4. MCAH will request copies of pertinent Anthem materials as needed.	1. PCP, and CRC Staff are responsible for referring enrollees to existing educational resources in the community on an ongoing basis. 2. Network providers and CRC Staff are responsible for informing enrollees about available services at the point of service or contact. 3. Anthem will work with MCPHD and MCAH to enroll members into community classes and programs that have an emphasis on prenatal health and child safety. 4. Educating Contracting Providers and staff regarding perinatal issues and women's health. 5. Anthem and its Providers will provide member education materials and face-to-face education regarding perinatal issues and women's health. 6. Anthem will collaborate with MCAH on provider education relevant to CPSP guidelines. 7. Provide a copy of pertinent Anthem materials to the local health department.
CASE MANAGEMENT AND REFERRAL OF	1. MCAH will provide consultation to Anthem on available perinatal	1. Providers will be directed to Assessing clients' nutritional,

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SERVICES	and community resources and linkages 2. As resources allow, MCAH program staff may assist in providing coordination of care for Anthem Members, including hard-to-reach pregnant women and those identified as high risk, with Anthem.	psycho-social and health education needs using a standardized assessment tool, and according to ACOG and CPSP guidelines. 2. Providing appropriate interventions based on assessment/risk and according to ACOG/CPSP standards. 3. Anthem Primary Care Physicians or OB/GYNs are responsible for primary care case management, coordination of referrals and continuity of care when identified. 4. Anthem Primary Care Physician or OB/GYNs are responsible for following up on missed appointments. 5. Anthem Primary Care Physicians or OB/GYNs are responsible for assessing and referring pregnant women when appropriate to available community resources, including genetic screening and counseling, lactation services, WIC and MCPHD / MCAH Programs as examples.
CPSP APPLICATION APPROVAL	1. MCAH will provide to Anthem, any changes in the CPSP application process. 2. MCAH will assist providers in CPSP Certification upon referral from Anthem.	1. Anthem has primary responsibility for provider recruitment and credentialing. 2. Encourage providers not already approved by the State to provide CPSP services to apply to the State for CPSP approval through the County PSC.

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		3. Encourage and support CPSP community training and education provided by State and local MCAH for contracting providers and their staff.
PERINATAL ACCESS	1. As resources are available the MCAH Director or designee will work closely with Anthem and community groups regarding access of care issues for Medi-Cal eligible and ineligible pregnant women. 2. MCAH staff will provide information to Anthem of other health care options, for pregnant and parenting Members who may lose Medi-Cal eligibility.	1. Anthem will participate with MCAH liaison and community groups to address access to care issues of eligible pregnant women and their children. 2. Anthem will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate and geographically accessible obstetricians and PCP/pediatricians. 3. Anthem will provide upon request with a site and list of providers or contact local IPAs.
PROVIDER NETWORK	1. As resources are available the MCAH Director will provide CPSP community training and education locally or in collaboration with the State for providers and their staff as determined necessary by the PSC. 2. MCAH Programs will make information about perinatal health education resources available to program participants and support the provision of CPSP comprehensive perinatal care. 3. MCAH Programs will include	1. Anthem will have primary responsibility for Contracting Provider recruitment and credentialing. 2. Reasonably ensure that all obstetric care Providers receive orientation on State-approved prenatal care standards. 3. Disseminating CPSP provider information to applicable Providers. 4. Inform providers of available community education services and encourage participation or use.

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	Anthem in distribution of CPSP provider program information. 4. As resources are available, MCAH Programs will organize and conduct information-sharing activities (e.g., roundtables, trainings) for perinatal providers and other interested providers in the community.	5. Actively participate in all MCAH program roundtables and trainings.
PLANNING and REFERRAL OF SERVICES	1. As resources allow, the MCAH Director will collaborate with Anthem in identifying unmet health and services needs in the community.	1. Assist in identifying service needs or gaps and developing a plan for addressing them, e.g., language, literacy, cultural competency.
DATA COLLECTION and QUALITY ASSURANCE	1. Collaborate with Anthem on OB quality assurance standards and in implementing quality assurance program, if requested. 2. As resources are available, the MCAH Director retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them. 3. At the State's request, the PSC will assist the State in follow-up of corrective action plans identified by audits. 4. As resources allow, MCAH programs will collaborate on quality management compliance and oversight activities with CPSP providers.	1. Anthem in collaboration with the MCAH program staff, will develop a corrective action plan and monitor compliance when standards are not met. 2. Anthem Perinatal RN Case Managers will participate in infant morbidity and mortality review and evaluate participation in community wide corrective action plans. 3. Monitoring services are provided in accordance with Anthem quality management program requirements. 4. Collecting needed data indicators through Anthem resources as able. 5. Developing a corrective action plan when standards are not met by provider.

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		6. Anthem will make available collected data through Anthem MIS to MCAH director or designee as mutually agreed upon. 7. Anthem will participate in task force groups and fetal infant mortality review (FIMR) as mutually agreed upon. 8. Collaborate on quality management compliance and oversight activities with CPSP providers.
CONFLICT RESOLUTION	1. Schedule quarterly/annually/as necessary, meetings with Anthem liaison to monitor the MOU. 2. Conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed. 3. Provide 60 days notice to Anthem in accordance with the terms set forth in the Service Agreement should MCAH decide to modify this agreement.	1. Local QM Nurse will meet with the MCAH liaison to monitor this agreement quarterly/annually/as necessary, and/or upon request. 2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed. 3. Local Program Manager will provide 60 days notice to MCAH in accordance with the terms set forth in the Service Agreement should Anthem decide to modify this agreement.
PROTECTED HEALTH INFORMATION	1. County MCAH Program 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 Code Sections 5328-5328.15	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section

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	• 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) 2. County MCAH will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County MCAH will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County MCAH within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

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STEVEN W. DAHLEN
COUNTY COUNSEL

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CHILD HEALTH AND DISABILITY PREVENTION ("CHDP") PROGRAM

CATEGORY	COUNTY LOCAL CHDP PROGRAM	ANTHEM
LIAISON	1. CHDP Deputy Director or designee will coordinate activities with Anthem and notify CHDP staff of their roles and responsibilities.	1. Local QM Nurse or designee will serve as liaison to coordinate activities with CHDP to notify staff and providers of their CHDP responsibilities, and insure communication to resolve operational, administrative and policy complications.
CLIENT OUTREACH	1. Conduct outreach to potential Medi-Cal eligibles, 0-21 years. 2. Maintain responsibility for development of CHDP-Inter-Agency Agreement to ensure that face-to-face informing about entitlement to CHDP services is done by Department of Social Services and Juvenile Probation Department. 3. Provide intensive informing, referral, and documentation to persons referred by PM 357 from DSS following basic informing efforts. 4. Assist Anthem to outreach to members not utilizing preventive health services. 5. Inform Plan providers of mechanism for those M/C eligible (0-19 years of age) who disenroll from Anthem, lose full scope eligibility and/or for family members 0-19 years of age who are not Medi-Cal beneficiaries.	1. Anthem will inform members of their entitlement by mail, including availability of CHDP services, e.g. preventive and well care within 7 days of enrollment effective date. 2. Anthem will provide CHDP office a current list of primary care providers or list of IPAs. 3. Customer Service Supervisor will ensure that members are assigned to appropriate providers within 40 days of enrollment. 4. Customer Service Unit Representatives, CRC Staff, and/or Outreach Workers will contact Anthem members not utilizing preventive health services on an ongoing basis after being notified that Primary Care Providers (PCP)-to-member contact has failed. These efforts include preventive care notices, phone contacts, and home visits. 5. The provider training will include information regarding funding mechanism for children who are ineligible for Anthem benefits, but are still eligible for CHDP screenings and wellness exams.

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CHILD HEALTH AND DISABILITY PREVENTION ("CHDP") PROGRAM

APPOINTMENT SCHEDULING AND TRANSPORTATION ASSISTANCE	1. Process client requests for assistance with appointment scheduling, dental referrals, transportation assistance, and coordination with Anthem member services.	1. Anthem will inform providers of their responsibility for assisting patients in scheduling medical appointments. 2. For Anthem members only, Customer Service Unit Representatives and CRC Staff will offer assistance in scheduling appointments for covered medical services and transportation for those services as requested by Anthem members and by CHDP program staff.
TRACKING AND FOLLOW-UP	1. Assist in identifying and, as resources are available; tracking high-risk, hard to reach clients, including those Anthem members lost to care (e.g. Multiple missed appointments, no services utilization, etc.). Assist Anthem members attempting to locate services and information refer to Anthem Customer Service Unit or CRC. 2. As applicable, assist and provide technical consultation to Anthem and Anthem providers in making referrals to appropriate community resources and agencies. 3. Provide follow-up case management, as resources allow, for children identified by providers on PHP PM 160 as needing dental care services.	1. Anthem will inform PCP's of the need to provide and document primary care case management including: • Coordination of care • Medical and dental referrals • Continuity of care • Follow-up on missed appointments according to provider contracts. 2. Anthem and the PCP will inform parents/guardians about the importance of initial dental assessment for members reaching 3 years of age.
HEALTH EDUCATION	1. Perform community-wide education about child health issues, including CHDP services. 2. Make health education resources available to providers that support the provision of anticipatory guidance during CHDP exam.	1. Customer Service Unit staff and CRC staff will give health education targeted to children and teens. 2. Anthem will instruct PCP's to provide anticipatory guidance to children and teens according to CHDP guidelines.

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CHILD HEALTH AND DISABILITY PREVENTION ("CHDP") PROGRAM

PROVIDER NETWORK	1. Consult with Anthem and Anthem providers regarding CHDP policies and guidelines, including ongoing policy and programmatic updates. 2. In collaboration with Anthem staff, enroll primary care providers who qualify to become CHDP providers. 3. Assist Anthem in provider training regarding CHDP standards as requested. 4. The local CHDP program retains responsibility for distribution of provider notices and distributes CHDP notices to Anthem providers and identifies Anthem staff. 5. Collaborate with Anthem in performing PCP site reviews, and completion of provider agreements.	1. Anthem will assume responsibility for developing and maintaining a provider network to meet regulations and member needs. 2. Anthem will attempt to contract with qualified CHDP PCP's as they are identified to us by CHDP or encourage PCP's to enroll with CHDP. 3. Anthem will encourage and support CHDP Provider. 4. Anthem will provide information to providers on CHDP standards and policies in coordination with CHDP provider relations' staff. 5. Local QM staff will assist local CHDP program with distribution of provider notices as reasonably requested. 6. Local QM staff will collaborate with local CHDP staff in reviewing PCP offices for compliance with CHDP standards as possible.
CASE MANAGEMENT	1. Review PM 160s and provide follow-up case management. 2. CHDP program staff will consult with Anthem PCPs regarding available community referral sources for child/family health services.	1. Anthem will instruct PCPs to provide case management. As a primary case manager, PCP will coordinate referrals and ensure continuity of care.
DATA COLLECTION	1. Coordinate with Anthem in data collection as requested and available. 2. PM 160 forms are available to the provider from the local CHDP office.	1. Anthem will ensure required CHDP data from the PHP PM 160 form is completed by provider and submitted as required: • The PCP will forward one copy of the PM 160 to CHDP and submit one copy to Anthem • Anthem will forward a copy of the PM 160 to DHS.
QUALITY ASSURANCE	1. Consult with Anthem regarding EPSDT mandates.	1. Anthem will monitor and use reasonable efforts to ensure

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
AND THE
MARIPOSA COUNTY PUBLIC HEALTH DEPARTMENT ("COUNTY")

CHILD HEALTH AND DISABILITY PREVENTION ("CHDP") PROGRAM

	2. Review and analyze data available through PM 160 for complete health assessment and problem identification, trends, oversights, inaccuracies, etc. Review same with Anthem local QM nurse. 3. When a problem provider is identified based on member complaints, PM 160 reviews, or other information, CHDP will alert Anthem to initiate and assist in an assessment and development of a corrective action. 4. Collaborate and develop with Anthem a Quality Assurance (QA) plan to evaluate provider compliance with medical case management responsibilities and use of community resources. 5. Conduct visits to provider offices to review PCP compliance with CHDP standards and policies.	provider compliance with federal EPSDT mandates; and establish policies to implement mandates. 2. Local QM nurse will meet regularly, at least quarterly/annually/as necessary, with CHDP staff to discuss needed policy changes and to monitor this agreement. The local QM nurse will team lead these efforts with the CHDP Liaison. 3. Local QM staff will develop corrective action plans when standards are not met. 4. In conjunction with Local QM Nurse-Anthem will implement corrective action plans as needed and review for compliance. 5. Local QM Nurse will coordinate the review of PCP offices for compliance with case management standards. 6. Anthem will monitor and have oversight of PCP UM/QM activities and take appropriate corrective action when necessary.
MONITORING AND CONFLICT RESOLUTION	1. Meet with Anthem liaison at quarterly/annually/as necessary, intervals to monitor this agreement. 2. Conduct quarterly/annually/as necessary, MOU review, update and/or renegotiations of this agreement, as is mutually agreed. 3. Provide 60 days notice to Anthem should CHDP decide to modify this agreement. 4. If issues are not resolved at the local level, the local CHDP program will notify the appropriate State Program (Children's Medical Services).	1. Local QM Nurse will meet with the CHDP quarterly/annually/as necessary, and upon request to monitor the MOU. Local QM Nurse will conduct quarterly/annually/as necessary, meetings to review, update and/or renegotiate the MOU as is mutually agreed. 2. Anthem will provide 60 days notice to CHDP should Anthem decide to modify this agreement. 3. If issues are not resolved at the local level, Anthem will notify the DHS MMCD contract manager.

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PROTECTED HEALTH INFORMATION	1. County CHDP Program 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 Code 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) 2. County CHDP Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email when applicable. 4. County CHDP Program will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	1. Anthem Blue Cross will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County CHDP Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM
COUNTY COUNSEL

5

10/01/10

rev: 1/2/11 SN

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MEMORANDUM OF UNDERSTANDING
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MARIPOSA COUNTY PUBLIC HEALTH DEPARTMENT ("COUNTY")

TUBERCULOSIS DIRECT OBSERVED THERAPY ("DOT")

CATEGORY	COUNTY LOCAL HEALTH DEPARTMENT (LHD) PROGRAM	ANTHEM
LIAISON /OPERATIONS	1. The TB Control Officer or designee will : a. Serve as a liaison to coordinate activities with Anthem. b. Notify relevant staff of their roles and responsibilities related to coordination. c. Meet at least quarterly/annually to address and resolve operational issues and to identify providers who may need training or retraining, and identify who will provide the training.	1. Local Quality Management (QM) Nurse and/or designee will serve as liaison to coordinate activities with the Health Department and will: a. Meet quarterly/annually with TB Control Officer or designee to review operational issues and to mutually resolve issues, and to identify providers who may need training or retraining, and identify who will provide the training. 2. Anthem will notify providers of their responsibilities regarding Tuberculosis Direct Observed Therapy.
QUALITY IMPROVEMENT	1. TB Control Officer will: a. Maintain standards of diagnosis and treatment consistent with standards of care. b. Consult with the Anthem Medical Director and/or designee.	1. Anthem shall direct contracting providers to use contracted, State licensed laboratories. 2. Medical Director or designee will consult with the local TB Medical Director to develop outcome and process measures for the purpose of measurable and reasonable quality assurance.
CASE MANAGEMENT OVERSIGHT	1. TB Community Outreach staff will: a. Provide TB specific case oversight for each case or suspected case of TB for therapy, and ensure continuity of care through ongoing communication with the provider. 2. Department of Community Health will: a. Promptly notify Anthem of any change in assignment of TB Case Manager (TBCM).	1. Anthem will instruct providers to provide primary case management, coordination medical referrals and continuity of care. 2 Anthem will promptly notify the DCH of any changes in the plan provider assigned to a confirmed or suspected TB case. 3. Anthem will require contract providers to obtain DCH approval prior to hospital transfer or

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	b. Review request for hospital or discharge within 24 hours of receipt request.	discharge or any patient with known or suspected TB.
REPORTING AND DATA COLLECTION	1. Communicable Disease Staff will: a. Compile all mandated statistics on tuberculosis. b. Share with Anthem incidents and other relevant reports, as requested. 2. TB Control Officer or designee will: a. Inform Anthem of reporting procedures and requirements for providers as mandated by law. b. Monitor TB reporting of Anthem providers and if problems arise, inform and assist in corrective action.	1. Anthem will instruct providers to promptly report all suspected and known, diagnosis of active tuberculosis cases of TB disease within one working day of identification to the Health Department in accordance with the California Code of Regulations, Title 17, and Section 2500. BCC providers will also report PPD reactors (anyone with (+) skin test) less than 5 years of age.
TREATMENT PLAN	1. TB Control Officer will provide technical assistance to Anthem Medical Director regarding standards of care. 2. Communicable Disease staff will follow up on clients who are inconsistent in maintaining clinic contact and clients who lose medical eligibility.	1. Prior to implementation and as needed thereafter, Anthem will instruct providers to: a. Consult with the local TB Control / Clinic staff about treatment recommendations and protocols as needed, and treat suspected or confirmed cases as per the most recent American Thoracic Society/CDC recommendations. b. Obtain monthly sputum smears and cultures until documented conversion to negative culture. 2. Anthem will instruct providers, based on State Law, to: a. Submit updated treatment plans at least every three months until treatment is completed, in accordance with Health & Safety Code section 121362.

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		b. Report to the local TB Control Officer when patient does not respond to treatment. c. Notify local TB Control staff of adverse reactions to medications and changes in medication orders. d. Assess patients for potential barriers to adherence to treatment and to collaborate with TB Control staff to identify and address barriers including considering all patients for DOT. e. Report to the TB Control staff when non-adherence I suspected or detected. f. Report to the TB Control Staff when patient ceases TB treatment including patient failure to keep appointments, relocates, transfers care or discontinues treatment. g. Obtain TB Control Officer or designee approval prior to hospital transfer or discharge of any patient with known or suspected TB.
DIRECT OBSERVED THERAPY	1. Communicable Disease Staff will: a. Inform Anthem of DOT criteria and protocols. b. Provide field or clinic based DOT to Anthem members as deemed necessary by LHD. c. Provide DOT medication records as needed. d. Notify Anthem providers of adverse effects of medication and changes in	1 Anthem will instruct providers to: a. Refer all patients needing DOT to the TB Control program for the LHD's assessment of the need for DOT. b. Notify TB Control staff of next appointment with PCP, adverse reactions to medications, changes in medication order, and date patient completes therapy.

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	DOT schedule.	
CONTINUITY AND COORDINATION OF CARE	1. TB Control Officer will provide assessment and management of TB cases as requested by Anthem Provider: a. Collaborate to ensure member completes treatment. b. Communicable Disease Staff will assist in follow-up through ongoing communication with Anthem provider.	1 Anthem will instruct providers to: a. Evaluate all members with active TB for DOT referral. b. Submit a written or fax request to TB Control Program if field DOT is recommended. c. Ensure continuity of care through ongoing communication with TB control program. d. Determine when course of treatment is complete and notify TB Control Program for all DOT cases.
CONFLICT RESOLUTION	1. When a problem occurs that cannot be resolved at the local level, the DCH will notify the appropriate State program, and the plan will notify the DHS MMCD Contract Manager.	1. When a problem occurs that cannot be resolved at the local level, the plan will notify the DHS MMCD Contract Manager, and the DCH will notify the appropriate State program.
PROTECTED HEALTH INFORMATION	1. County 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 Code 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) 2. County will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code 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) 2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 3. Anthem will notify County within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any

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	risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

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4-22-15
Date

APPROVED AS TO FORM:
STEVEN W. DAHLEN
COUNTY COUNSEL

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MEMORANDUM OF UNDERSTANDING
BETWEEN
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Local Women, Infants, and Children ("WIC") Supplemental Food Program

CATEGORY	COUNTY LOCAL WOMEN, INFANTS AND CHILDREN ("WIC") SUPPLEMENTAL FOOD PROGRAM	ANTHEM
LIAISON	Appoint a liaison person(s) to coordinate activities with Anthem and to notify WIC staff of their roles and responsibilities related to coordination.	Appoint a liaison person(s) to coordinate activities with WIC and to notify staff and providers of their responsibility to refer enrollees to the WIC program.
CLIENT REFERRAL AND OUTREACH	1. Refer participants who are income eligible to the Medi-Cal managed care plans as part of the standard referral to health care. 2. Provide individuals applying for or reapplying for WIC with information about the Medi-Cal managed care plans in the geographical area. 3. Provide Anthem a list of WIC clinic sites, addresses, and date/hours of operation that is periodically updated. 4. Share information with Anthem and Anthem providers about making referrals to appropriate community resources and agencies. 5. Coordinate with Anthem outreach efforts to members not using preventive health services.	1. Inform enrollees of the availability of WIC services including food vouchers, nutrition education, and community referrals. 2. Enter referral of enrollee, along with anthropometric and biochemical data, on one of the following: • Physician prescription pad • WIC referral form (PM 247 or PM 247A) • Child Health and Disability Prevention (CHDP) program form PM 160 3. Coordinate with WIC in conducting outreach efforts, especially to underserved populations.
APPOINTMENT SCHEDULING	1. Agree to schedule a WIC appointment to determine eligibility for pregnant women and migrant family members within 10 working days after initial contact by enrollee. All other applicants will be scheduled and notified of their eligibility or ineligibility within 20 days of the date of the first request for program benefits. 2. Develop a method of communication with Anthem concerning Anthem's members who are determined to be eligible for WIC program benefits.	1. Primary responsibility for scheduling patient medical appointments.

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Local Women, Infants, and Children ("WIC") Supplemental Food Program

TRACKING AND FOLLOW-UP	1. Attempt to contact each pregnant woman who misses her first WIC appointment to apply for participation by telephone or mail, and provide her with a rescheduled appointment upon request. 2. Provide Anthem with a recertification schedule for all categories of participants.	1. Providers are responsible for primary care case management, coordination, medical referrals and continuity of care. 2. Providers will document WIC referral in medical record of enrollee. 3. Provide reasonable follow-up to WIC referrals.
PROVIDER NETWORK	1. Act as a resource to Anthem and Anthem providers regarding WIC policies and guidelines. Update this information as necessary. 2. Assist Anthem in conducting provider trainings on WIC program services and federal regulations, as requested.	1. Provide training to providers on WIC program services and federal regulations.
HEALTH REQUIREMENTS	1. Inform Anthem of federal WIC requirements for program eligibility: • Biochemical: Hemoglobin (Hgb) or Hematocrit (Hct) at enrollment and with each re-certification except for infants younger than 6 months at certification, and children over 1 year of age with normal Hgb and Hct at previous certification. For these children the Hgb/Hct test is only required every 12 months. • Anthropometric: Height/length and weight for enrollment and with each 6 month re-certification.	1. Agree to inform providers of the federal WIC anthropometric and biochemical requirements for program eligibility. 2. Providers will perform Hgb or Hct tests and height/weight measurement and document such required anthropometric and biochemical data on referral form or PM 160 as needed for WIC enrollment and recertification.
NUTRITION COUNSELING	1. Determine a nutritional risk for program eligibility that is based on review of anthropometric, biochemical, and/or clinical information. 2. Complete a dietary assessment at enrollment and at recertification. For prenatal participants, complete a dietary assessment at each trimester visit.	1. Providers will document on enrollee's referral form or PM 160 anthropometric and biochemical data, plus diagnosed clinical condition(s). 2. Providers will provide subsequent biochemical test results (i.e., glucose testing) or anthropometric data (i.e., prenatal weight gain), if requested.

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	3. Document a goal for dietary improvement that is participant selected. 4. Assess participants for standardized high risk conditions. Refer to registered dietician/nutritionist for individual counseling and provision of a care plan, including appropriate follow-up. 5. Determine the need to provide non-contract formula for infants/children with special needs.	3. Providers will complete medical justification form for enrollees requiring special formula. State the expected duration of the request for special formula (i.e., Nutramigen and Alimentum) which is not a WIC contract formula.
QUALITY ASSURANCE	1. Review and analyze data available through ISIS and other data collection sources, as is pertinent to the WIC program.	1. Collect needed data indicators available through Plan resources.
MONITORING AND CONFLICT RESOLUTION	1. Schedule quarterly/annual meetings with the liaison(s) from Anthem to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings. 2. Conduct a periodic review, update, and/or renegotiating of this agreement, as mutually agreed. 3. Provide 60 days notice to Anthem if, at any point, the WIC program should decide to terminate this agreement.	1. Periodically meet with the liaison(s) from the WIC program to monitor this agreement. 2. Conduct a periodic review, update, and/or renegotiation of this agreement, as is mutually agreed. 3. Provide 60 days notice to WIC Program if, at any point, Anthem should decide to terminate this agreement.
FEDERAL/STATE MANDATE	The WIC program is mandated by federal regulation CFT 246.4 (a) (8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the Health and Safety Code.	The referral of Medi-Cal beneficiaries to the WIC program is mandated by federal Health Care Financing Administration (HCFA) regulations 42 CFR 431.63 © and California Code of Regulations, Title 22, Section 50157 and 50184.
PROTECTED HEALTH INFORMATION	1. County WIC 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 Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section	1. Anthem will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.*

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	17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) 2. County WIC will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County WIC will notify Anthem of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	• CMIA (Ca Civil Code 56 through 56.37) 1. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies. 2. Anthem will notify County WIC within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

Blue Cross of California
Partnership Plan, Inc.

1-16-15
Date

County
Chair of the Board

4-22-15
Date

APPROVED AS TO FORM:
STEVEN M. DAHLEN
COUNTY COUNSEL

Attachment: Mariposa County PH Executed Board Resolution 2015-180, Service Agreement and MOU's with Anthem Blue Cross (2) (1) (RES-

MARIPOSA COUNTY ADDENDUM NO 2

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MARIPOSA AND BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)

This Addendum is made and entered into as of this 21 day of September 2022, by and between the County of Mariposa, a political subdivision of the State of California, for the benefit of the Mariposa County Health and Human Services Agency (hereinafter, referred to as "MCHHSA"), and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as "Anthem").

WHEREAS, Anthem and County of Mariposa are parties to a Memorandum of Understating (the "***MOU***") dated April 22, 2015.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section six (6.) EXCHANGE OF PROTECTED HEALTH INFORMATION shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	MCHHSA	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.

Attachment: Addendum 2 MOU with Anthem- Wcsignature (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

Blue Cross of California Partnership Plan, Inc. (Anthem):

Signature: _____

Print Name: Les Ybarra

Title: President

Date: 11/29/2022

County of Mariposa:

_____ _____

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date

Approved as to Form, County Counsel by:

_____ _____

Steven W. Dahlem
County Counsel

Date

Attachment: Addendum 2 MOU with Anthem- Wcsignature (RES-2022-723 : Second Addendum to MOU with Blue Cross of California

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-724

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve First Amendment - Service Agreement with Coulter Cafe

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Service Agreement with the Coulter Cafe to Provide a Senior Dining Services Program Operating in North County Mariposa, increasing the amount by $43,000 to a new amount not to exceed $90,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To address the need of a meal service program to North County senior residents, Mariposa County Health & Human Services Agency (HHSA) initiated a new pilot senior meal program with the Coulter Café's new owner, to provide one meal, breakfast or lunch, to enrolled North County residents on Mondays, Thursdays, and Fridays.

This pilot program, which began October 1, 2021, is separate from the ongoing senior nutrition program with our local agency on aging as it gave HHSA's Adult & Aging Services branch the ability to address food security needs in a desert service area during Mariposa County's response to the COVID-19 Pandemic.

The current 2022-23 fiscal year agreement has a not to exceed amount of $47,000 but has experienced a greater demand in services than anticipated, as the program was able to expand to a full 7-day week of breakfast or lunch senior meal service. We are asking the Board to approve this request in order to continue meal service within an area that has had no other meal service program for our senior population since 2016 with the previous owner of the Coulter Café.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There is no previous Board history with the new owner of the Coulter Café. However, the Board of Supervisors has historically approved, and the Board Chair has signed previous agreements with the Coulter Café for senior meal service from 1999 to 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement; eligible North County Mariposa senior residents would not have daily access to a senior meal program that could provide at least one-third of the recommended daily nutritional allowance.

FINANCIAL IMPACT:

The Senior Restaurant Program service agreement with Coulter Cafe for FY 2022-23 is included in HHSA requested budget for FY 2022-23.

ATTACHMENTS:
Coulter Cafe 2023 - Wsignatures - CAO - 04.22.2022-EXECUTED (PDF)
First Amendment - Coulter Cafe Agreement 2023 - Dec 13 2022 (PDF)
SOW--AMENDED_Coulter Café and HHSA Senior Meals 2023v2 (PDF)
First Amend Exh C - NC Meal Voucher_2022-23 (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
EXCUSED: Miles Menetrey

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** April 20, 2022

From: Beth Rose **Agreement with:** Coulter Cafe

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ **No** ☐

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

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

Vendor Signator & Title: Dawn Huston, Owner
(Name of person signing the agreement, and their title)

Vendor Email: elriosf@gmail.com
(Email of signee)

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

Term: 7/1/2022 - 6/30/2023
(Enter beginning "to" end. ***Must be 1 year or less for DH or CAO agreements****.*

Is this an Amendment to an Agreement? **Yes** ☐ **No** ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

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

☒ $ 47,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

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

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

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

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

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

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

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

ROUTING

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

Attachment: Coulter Cafe 2023 - Wsignatures - CAO - 04.22.2022-EXECUTED (RES-2022-724 : Approve First Amendment - Service Agreement

Attachment: Coulter Cafe 2023 - Wsignatures - CAO - 04.22.2022-EXECUTED (RES-2022-724 : Approve First Amendment - Service Agreement

AGREEMENT FOR DINING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of April, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Coulter Cafe ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform dining 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 $47,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

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coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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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:
Dawn Huston
Coulter Café and General Store
5015 Main St
Coulterville, CA 95331
(209) 878-3947

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

12. COMPLIANCE

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

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13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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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

701BB1E6F37
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

701BB1E6F41
Dawn Huston
ZorroSign

Dawn Huston, Owner
Coulter Cafe

APPROVED AS TO LEGAL FORM:

701BB1E6F2D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

This exhibit describes the activities and responsibilities to be performed by Coulter Café (Contractor) and Mariposa County in a pilot of Meals to North County Older Adults.

During the dates of this contract on Mondays, Thursdays, and Fridays North County older adults (age 60+) will be able to pick up breakfast or lunch from the Coulter Café. Participants may also choose to eat on-site.

Contractor will allow for full breakfast/lunch menu options to older adults with each older adult allowed to choose one item with substitutions as needed (i.e. gluten-free bread). Meal will include choice of House beverage.

Older adults participating in the program will complete an initial Intake form provided by Mariposa County. Mariposa County will provide a staff person onsite during the mealtime to ensure each older adult has completed an intake form for the program. This staff person will be available for the duration of this contract. See Exhibit B.

Participants must complete and turn in a voucher upon picking up the meal. Vouchers will be available only at HHSA office. See Exhibit C.

If a participant is homebound, the participant may designate someone to pick up the meal. The participant will need to contact the County's Coulterville office or Senior Center to provide the name of the designated person

Participants will complete a survey mid-way through and within 30 days of the end of this pilot to help determine efficacy of this program and if participants felt more secure with their access to food.

Participants may leave a contribution with Coulter Café. The suggested contribution is $6.00/meal. These contributions will be provided to HHSA by the 5th of each month.

Participants will be asked to follow any county, state, or federal mandates related to COVID-19. If participants refuse to participate in any mandates, Coulter Café has the right to deny service.

Contractor will provide HHSA with a monthly invoice, meal count, vouchers, and any nutrition program contributions by the 5th of each month. See Exhibit D.

HHSA will reimburse Contractor within 30 days of invoice.

Contractor will be reimbursed at the rate of $17 per meal, not to exceed 2,666 meals. The total amount for this agreement will not exceed $47,000.

Mariposa Senior Restaurant
Nutrition Pilot Program / North County Residents Only

Please complete all areas of this form to the best of your ability.

"All Information is Confidential"

"OFFICE USE ONLY"

Intake Date: _____

Entered by:_____

Program Eligibility:

☐ **Senior Age 60+**

☐ **Spouse of Senior Participant**

Last 4 Digits Social Security # *Optional*

First Name:	**Last Name:**	**Middle Initial:**	**Date of Birth:** / /

Home Address:	**City:**	**Zip Code**:
Mailing Address: Same as Residential? ☐ Yes	City:	Zip Code:

Home Phone: ( ) Alternate Phone: ( )	Email address:
Are you homebound due to health, no transportation, etc.: ☐Yes ☐ No	If homebound, what is the name and phone number of an individual designated to pic up your meal:

Living Arrangement:

☐ Alone

☐ Lives with _____

What is your total annual?

☐ Less than $24,500 per year for 1 person

☐ More than $24,500 per year for 1 person

☐ Less than $28,000 per year for 2 people

☐ More than $28,000 per year for 2 people

Military Service Status:

Veteran: ☐Yes ☐ N

Spouse of Veteran: ☐ Yes ☐ N

Employment:

☐ Unemployed

☐ Employed

☐ Retired

☐ Disabled

Do you receive CalFRESH benefits:

☐ Yes ☐ No

Language:

☐ English speaking ☐ Need interpreter

☐ Non-English/Language:

Nutritional Risk Assessment	Yes or No
Do you have enough of the foods you want to eat?	☐ **Yes** ☐ **N**
Do you worry that your food will run out before you can buy more?	☐ **Yes** ☐ **N**
Do you believe you eat balanced meals (fresh fruit, vegetables, proteins)?	☐ **Yes** ☐ **N**
Do you consume at least one alcoholic beverage per day?	☐ **Yes** ☐ **N**
Do you have access to fresh fruit, vegetables, meats, dairy, etc.?	☐ **Yes** ☐ **N**
Do you have enough money to purchase food?	☐ **Yes** ☐ **N**

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Do you eat alone most of the time?	☐ Yes ☐ No
Do you ever cut the size of your meal or skip meals because there is not enough money for food?	☐ Yes ☐ No
Have you lost weight because there wasn't enough money for food?	☐ Yes ☐ No

What is your Gender Identity? (please check only one)	**What was your sex at birth? (please check only one)**	**How do you describe your sexual orientation or sexual identity? (please check only one)**
☐ Male ☐ Female ☐ Transgender Female to Male ☐ Transgender Male to Female ☐ Genderqueer / Gender Non-binary ☐ Not listed, please specify:_____	☐ Male ☐ Female	☐ Straight/Heterosexual ☐ Bisexual ☐ Gay / Lesbian / Same-Gender Loving ☐ Questioning/Unsure ☐ Not listed, please specify:_____

Race/Ethnicity: (please check all the apply)

☐ White ☐ Black ☐ American Indian/Alaska Native ☐ Asian Indian ☐ Cambodian ☐ Chinese
☐ Filipino ☐ Japanese ☐ Korean ☐ Laotian ☐ Vietnamese ☐ Other Asian ☐ Guamanian
☐ Hawaiian ☐ Hispanic ☐ Samoan ☐ Other Pacific Islander ☐ Multiple Race ☐ Other Race

Tribal Affiliation: (if applicable)

I understand that the information I am providing on this form is for meal service registration & pilot program survey purposes. I understand it will be kept confidential and that the Mariposa County Health & Human Services Agency shall use this as data for the possible senior nutrition program(s) in this service area.

_____ _____

Signature of participant or person completing the form **Date**

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Exhibit C

No. 100

Coulter Café &

Mariposa County HHSA

Senior Restaurant Meal Program

Breakfast/Lunch

Date: _____ Monday ~ Thursday ~ Friday (circle)

_____ _____

Printed Name Registered Senior Signature

For information call 209-878-0822 or 209-966-6632 Suggested Contribution $ 4.00

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Exhibit D - North County Meal Spreadsheet

Date:	Name:	Voucher Number:	Breakfast or Lunch or both	Notes:
7/5/2021	Jordan Harrington	X		
7/8/2021	Jane Smith	X		
7/9/2021	John Smith	X		
7/16/2021	Robert Smith	X		
7/15/2021	Johns 5	X		
7/22/2021	Susan	X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
Total People:	6	31		

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Attachment: First Amendment - Coulter Cafe Agreement 2023 - Dec 13 2022 (RES-2022-724 : Approve First Amendment - Service Agreement

FIRST AMENDMENT TO AGREEMENT FOR DINING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR DINING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Coulter Cafe, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 22, 2022, wherein **Contractor** agreed to provide dining services; 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," Exhibit A, "SCOPE OF WORK," and Exhibit C, "NC MEAL VOUCHER" are hereby amended to provide that C**ontractor** agrees to provide the following additional services: *During the dates of this contract on Mondays, Thursdays, and Fridays North County older adults (age 60+) will be able to pick up breakfast or lunch from the Coulter Café* changed to *During the dates of this agreement, meal service shall be available on Monday through Sunday, 7 days a week.*

2. Paragraph 3, "COMPENSATION," and Exhibit A, "SCOPE OF WORK," are hereby amended to provide that an additional $43,000 will be added to the original amount of $47,000, making the total compensation paid to **Contractor** the not to exceed amount of $90,000.

Except as herein amended, the Agreement dated April 22, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Dawn Huston, Owner Coulter Cafe
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment - Coulter Cafe Agreement 2023 - Dec 13 2022 (RES-2022-724 : Approve First Amendment - Service Agreement

Attachment: SOW--AMENDED_Coulter Café and HHSA Senior Meals 2023v2 (RES-2022-724 : Approve First Amendment - Service Agreement

Exhibit A – First Amendment
SCOPE OF WORK

This exhibit describes the activities and responsibilities to be performed by Coulter Café (Contractor) and Mariposa County in a Meals to North County Older Adults that are residents of Mariposa County.

During the dates of this agreement, meal service shall be available on Monday through Sunday, 7 days a week, to North County older residents, 60 years of age and older that have completed an intake form and submit a meal voucher. Any changes to the service days shall be agreed upon by both parties.

Program participants will be able to pick up or dine-in once a day, breakfast **or** lunch, from the Coulter Café. Contractor will allow for one full breakfast or lunch menu option per day to older adults with each older adult allowed to choose one item with substitutions as needed (e.g. gluten-free bread). Meal service will include a choice of house coffee, house tea, or water.

Older residents participating in the program will complete an initial Intake form provided by Mariposa County. Mariposa County will provide staff assistance, as necessary, to answer any program or intake questions to ensure each older adult has completed an intake form for the program. This staff person shall be available for the duration of this contract. See Exhibit B.

Participants must complete and turn in a voucher upon picking up the meal. Vouchers will only be available at the North County Health & Human Services center, located at 5026 Broadway, Coulterville, CA. See Exhibit C.

Participants may leave a contribution with Coulter Café. The suggested contribution to the meal service program is $6.00 per meal.

Participants will be asked to follow any county, state, or federal mandates related to COVID-19. If participants refuse to participate in any mandates, Coulter Café has the right to deny services.

Contractor will provide HHSA with a monthly invoice, meal count, vouchers, and any nutrition program contributions by the 5th of each month. See Exhibit D.

HHSA will reimburse Contractor within 30 days of received invoice.

Contractor will be reimbursed at the rate of $17.00 per meal, not to exceed 5,294 meals.
The total amount for this agreement will not exceed $90,000.

First Amendment - Exhibit C

No. XXXXX

Coulter Café &

Mariposa County HHSA

Senior Restaurant Meal Program

Breakfast / Lunch (circle one)

Date: _____

Monday ~ Tuesday ~ Wednesday ~ Thursday ~ Friday ~ Saturday ~ Sunday (circle one)

_____ _____

Printed Name **Registered Senior Signature**

For information call 209-878-0822 or 209-966-6632 **Suggested Contribution $ 6.00**

Attachment: First Amend Exh C - NC Meal Voucher_2022-23 (RES-2022-724 : Approve First Amendment - Service Agreement with Coulter Cafe)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-725

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services; Approve Task Order No. 1 for the FEMA Water Tank Project in the Amount Not to Exceed $258,830; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Water and Wastewater from Black Water and Dewberry. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Black Water Consulting Services. This firm will be used for Capital Improvement and work performed by the Utilities Division. Future tasks may include the MID Feasibility Study, Coulterville Drought Grant, and Yosemite West IRWM Grant.

Task Order No. 1 is the final design of the Potable Water Tanks in Hornitos, Red Cloud Park and Woodland Park. These future potable water storage systems will help combat drought, wildfires and other emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5576 Water Storage Tank - FEMA.

ATTACHMENTS:
Black Water Task Order No. 1 (PDF)
Black Water Master Contract (PDF)

REF ID# 13625

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
EXCUSED: Miles Menetrey

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Black Water Task Order No. 1 Date: _____

Authority
This task order is issued under the authority of the 12/20/22 Professional Service Agreement (_____-_____) between Mariposa County ('County') and Black Water Consulting Engineers, Inc. ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare plans & specifications for three 250,000-gallon potable water storage tanks located at Hornitos, Red Cloud Park, and Woodland Park in Mariposa County. Each site shall include well improvements, emergency generators, automatic electrical transfer switch gear and associated booster pumping equipment to support a fire hydrant. Design work includes site investigations, geotechnical exploration, and design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $258,830.

Funding Source 5576-350-70321
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Black Water Consulting Engineering, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACK WATER CONSULTING ENGINEERS

Mariposa County On-Call Services

Task Order No. 1: HMGP DR-4382-111-11R
Natural Disaster Water Storage Mitigation Project

Scope of Work

This Task Order No. 1 Scope of Work is for the preparation of construction documents including engineering plans and specifications for three 250,000-gallon potable water storage tanks located at Hornitos, Red Cloud Park, and Woodland Park in Mariposa County. Bidding support and engineering services during construction are also part of this proposal. The Project completion date is August 4, 2024.

Task 1 – Information Collection and Review

Task 1.1: Review of Background Information

This task includes review of existing background data, plans, reports, record drawings, existing topographic survey provided by the County, operations records, and any additional information not included with or identified in the RFP. The following information will be requested, collected, and reviewed prior to commencing with the preliminary design work:

- Background data and plan review
- Review of existing reports and maintenance records
- Utility investigations

Additional topographic survey may be requested from the County at the tank sites to develop a more complete surface for design of the facilities.

Task 1.2: Site Visit

The Black Water design team will coordinate with County staff to schedule and conduct a preliminary site visit to visually inspect the existing pump station and other project features including process piping, structures, foundations, raw water intake, and site features that may impact or enhance the design of the proposed raw water pumping facilities. Prior to the site visit, the design team will submit a list of questions to County staff with sufficient advance notice to prepare responses and plan for a productive and efficient site visit.

Task 1.3: Geotechnical Investigation

The design team includes Crawford & Associates, Inc. (CAInc) for geotechnical services. CAInc will coordinate with the design team and the County to discuss project needs and schedule, review existing project data, and review published subsurface data. CAInc will mark exploratory boring locations and notify Underground Service Alert (USA). CAInc will obtain the necessary permits required to complete the geotechnical drilling. CAInc will coordinate with the County for access to the sites. It is assumed that the County will provide/grant the necessary right-of-entry to the exploration locations.

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACKWATER CONSULTING ENGINEERS

Two soil borings are proposed to be completed at the sites; one boring to a depth ranging from 15-30 feet below ground surface (bgs) at the proposed tank locations, and one shallow boring along the access roads for R-value testing. CAInc engineer or geologist will sample and log the borings for visual soil classifications. Selected samples from the borings will be sent to the laboratory for strength and classification testing. The borings will be backfilled per County requirements.

CAInc will perform analysis and prepare a Geotechnical Memorandum containing the following:

- Scope of work;
- Project description;
- Subsurface conditions including ground water measurements;
- Soil corrosion potential;
- CBC seismic design parameters;
- Recommendations for grading, including ground preparation, materials excavation, stability, and placement;
- Shallow foundation recommendations for the structures including allowable bearing capacity, settlement estimates, skin friction and passive soil pressure to resist lateral movement, and minimum installation depth and width;
- Pavement section recommendations based on TIs provided by the County;
- Limitations;
- Vicinity Map and Site Plan with boring locations;
- Boring logs with laboratory test results.

CAInc assumes the following:

- Auger cuttings will be disposed of at the site
- No rights of entries will be required for fieldwork
- County will approve boring locations based on their understanding of the onsite utilities

Task 1 Deliverables: Inquires to County Staff prior to site visit, Geotechnical Memorandum.

Task 2 – Design

The goal of this phase is to complete engineering services through 30-, 90-, and 100-percent design. This task will include 30- and 90-percent submittals and a 100-percent submittal incorporating agency review comments. The 100-percent submittal set of documents will be a bid ready set of documents including all civil, structural, mechanical layout drawings, piping, site grading, process and instrumentation diagrams (P&IDs), electrical single line diagrams, control descriptions, and technical specifications. Black Water has teamed with Pelton Wylie + Fahrney Engineering, Inc. for structural design services and HCS Engineering, Inc. for electrical design services.

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACK WATER CONSULTING ENGINEERS

Task 2.1: 30-Percent Design

Hydraulic analysis, civil site layout, and access, security, grading and drainage. The 30-percent design will address the following design parameters pertaining to the tank construction and site improvements at each of the three project locations:

- Tank type, size, and elevations
- Electrical requirements and availability
- Tank level and flow control (including instrumentation and alarms)
- Materials, coatings, and aesthetics
- Pipe and valve sizing, materials, and coatings
- Preliminary process and instrumentation diagram
- Site grading and paving limits, including site access
- Site piping layout
- Integration of tank design details
- Operational scenarios for tank fill and distribution

The 30-Percent Drawings and Specifications will include the following:

- Preliminary list of drawings
- Draft list of specifications
- Draft basis of design (design criteria)
- Draft process flow diagrams
- Draft process and instrumentation diagrams (P&IDs)
- Draft mechanical equipment layouts with major underground piping
- Draft conceptual structural layouts
- Draft conceptual overall site plan
- Draft conceptual access road grading and site plan
- Preliminary engineer's estimate of project cost

Task 2.1 Deliverables: Plans and specifications (30-percent design level) will be delivered via electronic submittal in PDF format.

Task 2.2: 90-Percent Design

Based on comments received from the County on the 30-Percent Preliminary Design, Black Water will prepare 90-Percent Drawings and Specifications. The Drawings and Specifications will include the following:

- Updated basis of design (design criteria)
- Updated process flow diagram
- Updated control narratives
- Updated P&IDs
- Updated list of specifications
- Updated specifications for major equipment items
- Updated civil site layouts

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACKWATER CONSULTING ENGINEERS

- Updated mechanical equipment layouts
- Updated electrical site layouts
- Updated single line diagrams
- MCC elevations
- Draft pipeline plan and profiles
- Updated access road grading and site plan
- Draft construction sequencing plan

Task 2.2 Deliverables: Plans and specifications (90-percent design level) will be delivered via electronic submittal in PDF format.

Task 2.3: 100-Percent Design

Based on comments received from the County on the 90-Percent Drawings and Specifications, Black Water will prepare the 100-Percent Drawings and Specifications for use as construction documents. The 100-Percent Drawings and Specifications will include the following:

- Final design criteria
- Final process flow diagram
- Final control narratives
- Final P&IDs
- Final Specifications
- Final civil site layouts
- Final mechanical equipment piping design plans and sections
- Final electrical site layouts
- Final single line diagrams
- Final pipeline plan and profiles
- Final access road grading and site plan
- Final demolition plan
- Final construction sequencing plan

Preparation of Construction Cost Estimate: Concurrent with completion and submittal of the 100-percent Plans and Specifications, a cost estimate will be prepared for the project. This cost estimate will include the costs of design, construction, construction management, administrative, and other elements. The cost estimate will list major components of the project for Clients use.

Task 2 Deliverables: 30-, 90- Percent Drawings and Specifications submitted electronic format. 100-Percent Drawings and Specifications submitted electronic format. Hard copy format of drawings can be provided as requested. Construction cost estimate.

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACK WATER CONSULTING ENGINEERS

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Task 3 – Project Management and Administration

Jeff Black, our Project Manager, will be responsible for administering the in-house and subconsultants work, developing the project work plan, maintaining the project schedule and other traditional duties of a project manager. Alison Furuya will serve as the Principal-in-Charge and technical advisor overseeing QA/QC measures.

Task 3.1: Project Management and Coordination

Black Water will administer the projects in-house and subconsultants' work to maintain the project schedule and budget. This task will include tracking the progress of the work, client reporting, schedules, budgets, and deliverables.

At a minimum, Black Water will attend a preliminary kick-off meeting and one (1) progress meeting in addition to the preliminary site visit included in Task 1. Black Water will establish clear and consistent communication with the County to discuss progress of design. Black Water will attend meetings (or conference calls) with the County as needed to discuss and finalize the design. This does not include investigative and/or field meetings that Black Water will need to conduct to collect project information. Black Water will prepare and distribute all meeting agendas and meeting minutes for all project meetings as detailed below.

Task 3.2: Preliminary Kick-Off and Design Meetings

Meeting that includes key staff from Mariposa County and the design team consultants to identify additional information needed from the County to assist in better understanding the parameters of the project. The meeting will establish chains of communications and decision-making procedures that will influence the project approach and schedule. The meeting will also be a forum to establish consensus for the project goals and objectives and clearly define project expectations and scope of work. A meeting will be held with County staff to review the design prior to submittal of the 90-percent design level to discuss progress, issues, solutions, and upcoming tasks.

Task 3 Deliverables: Status reports via email, meeting agendas, and minutes.

Task 4 – Bidding and Construction Support

Task 4.1: Bidding Assistance

Black Water will assist the County with the contract bidding process. Black Water will provide responses to inquiries from all prospective bidders, sub-contractors, vendors, or others concerning the bid documents. To ensure the project continually moves forward, Black Water will provide the following bid phase services to assist County staff with this task.

> Pre-Bid Support (Pre-Bid Meeting, RFIs) – Black Water will attend a pre-bid conference with potential bidders. Black Water will assist with reviewing and providing written responses to bidder's questions during the bid period.

BLACK WATER CONSULTING ENGINEERS

Addenda Support – As deemed necessary by the County, Black Water will assist with the review and evaluation of bids and in selecting a responsible contractor, sub-contractors, and/or suppliers.

Task 4.1 Deliverables: Responses to Inquiries

Task 4.2 Engineering Services During Construction

Engineering services during construction will be provided that include monitoring the progress and performance of the construction contractors for conformance with contract documents.

Construction Meetings and Site Visits – Attend pre-construction meeting and other construction related meeting. Black Water will receive and respond to design questions from the contractor. Clarifications will be coordinated with the County and recorded. Consult with and advise County staff on necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work.

Review Material and Equipment Submittals, RFIs, and Contract Documents – Review, respond, and approve as applicable: equipment submittals and shop drawings, requests for information, and product substitution. Black Water will review and markup each submittal with appropriate comments and return to the County and contractor.

Review Contractor Data and Prepare Record Drawings – Consultant will review, confirm accuracy and completeness, and prepare record drawings based upon information supplied by the contractor. Provide one set of full-size printed drawings and one set of AutoCAD drawings in PDF and AutoCAD format.

Task 4.2 Deliverables: Submittal Review Documents, RFIs, and Record Drawings

Exclusions:

1. Land and right-of-way acquisition
2. Agency permits and fees (Geotechnical permit is included in scope of work)
3. Water system regulatory agency coordination
4. Topographic survey
5. Potholing
6. Public outreach
7. Environmental review
8. Construction management and administration services

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

BLACKWATER CONSULTING ENGINEERS

MARIPOSA COUNTY ON-CALL SERVICES
TASK ORDER NO. 1
NATURAL DISASTER WATER STORAGE MITIGATION PROJECT

NOVEMBER 17, 2022

level of effort - staff time

		BLACKWATER									*Sub-Consultants*			**TOTAL**
Billing Rates $/hr		**250**	**228**	**198**	**160**	**150**	**98**				**Structural**	**Electrical**	**Geotech**	
TASK	**Task Activity**	**Principal-in-Charge**	**Project Manager**	**Associate Engineer**	**Assistant Engineer**	**Engineering Technician**	**Admin.**	**BlackWater Total Hours**	**Mileage / Direct Expenses**	**BlackWater Fee**	**PWF Fee**	**HCS Fee**	**CAInc. Fee**	**Prime + Subconsultants Total Fee (Including expenses)**
1	**Information Collection and Review**													
1.1	Review of Background Information	4	8	8	8	8		36		$6,888	$0	$860	$0	*$7,834*
1.2	Site Visit		8	8	8			24	$138	$4,839	$854	$1,780	$0	*$7,737*
1.3	Geotechnical Investigation							0		$0	$0	$0	$28,626	*$31,489*
	Total Task 1.1	*4*	*16*	*16*	*16*	*8*	*0*	*60*	*$138*	*$11,727*	*$854*	*$2,640*	*$28,626*	*$47,060*
2	**Design**													
2.1	30% Design Documents	2	24	40	80	80		226		$38,692	$2,420	$1,380	$0	$42,872
2.2	90% Design Documents	2	64	88	120	120	4	398		$70,108	$2,500	$1,555	$1,900	$76,659
2.3	100% Final Design Documents	2	36	40	30	30	4	142		$26,320	$700	$1,900	$0	$29,180
	Total Task 2	*6*	*124*	*168*	*230*	*230*	*8*	766	*$0*	*$135,120*	*$5,620*	*$4,835*	*$1,900*	*$148,711*
3	**Project Management and Administration**													
3.1	Project Management and Coordination	2	24				16	42		$7,540	$330	$640	$0	$8,607
3.2	Kick-Off Meeting and Design Progress Meetings	6	12	12	12			42	$46	$8,583	$1,708	$910	$0	$11,462
	Total Task 3	*8*	*36*	*12*	*12*	*0*	*16*	84	*$46*	*$16,123*	*$2,038*	*$1,550*	*$0*	*$20,069*
4	**Bidding and Construction Support**													
4.1	Bidding Assistance	2	16	24			8	50		$9,684	$1,020	$470	$0	$11,323
4.2	Engineering Services During Construction	2	20	40	80	16		158		$28,180	$1,320	$1,850	$0	$31,667
	Total Task 4	*4*	*36*	*64*	*80*	*16*	*8*	*208*	*$0*	*$37,864*	*$2,340*	*$2,320*	*$0*	*$42,990*
	TOTALS	**22**	**212**	**260**	**338**	**254**	**32**	**1,118**	**184**	**200,834**	**10,852**	**11,345**	**30,526**	**258,830**

Notes:
1. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this proposal.
2. Subconsultant work is charged at cost plus 10 percent.
3. Subconsultants used during design and construction include: structural, electrical, and geotechnical.
4. Mileage will be charged at the current IRS rate. Direct expenses charged at cost plus 10%.

Attachment: Black Water Task Order No. 1 (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___day of _____, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Blackwater Consulting Engineers ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. There rates are not adjustable for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

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 $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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:
Blackwater Consulting Engineers
602 Lyell Drive
Modesto, CA 95356

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
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 thirty (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.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Blackwater Consulting Engineers
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu, Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Exhibit 'A'

Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Water and Wastewater systems Design and construction support. Work to include:

- Groundwater and Surface Water Design
- Treatment Plant Design
- Storage Tank Design
- Distribution Modeling and Design
- Telemetry & Control System Design
- Collection System Design
- Pump & Lift Station Design

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	11/1/2022	12/31/2022	75.76	0%	N/A
Executive	262.52	N/C	N/C	1/1/2023	12/31/2023	79.55	5.00%	N/A
Exempt	275.65	N/C	N/C	1/1/2024	12/31/2024	83.53	5.00%	N/A
	289.44	N/C	N/C	1/1/2025	12/31/2025	87.71	5.00%	N/A
	303.93	N/C	N/C	1/1/2026	12/31/2026	92.10	5.00%	N/A
Project Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Engineer	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A
Associate Engineer	198.00	N/C	N/C	11/1/2022	12/31/2022	60.00	0%	N/A
Engineer	207.90	N/C	N/C	1/1/2023	12/31/2023	63.00	5.00%	N/A
Exempt	218.30	N/C	N/C	1/1/2024	12/31/2024	66.15	5.00%	N/A
	229.22	N/C	N/C	1/1/2025	12/31/2025	69.46	5.00%	N/A
	240.67	N/C	N/C	1/1/2026	12/31/2026	72.93	5.00%	N/A
Assistant Engineer	160.00	184.24	208.49	11/1/2022	12/31/2022	48.49	0%	N/A
Engineer	168.00	193.46	218.91	1/1/2023	12/31/2023	50.91	5.00%	N/A
Non-Exempt	176.42	203.15	229.88	1/1/2024	12/31/2024	53.46	5.00%	N/A
	185.23	213.29	241.36	1/1/2025	12/31/2025	56.13	5.00%	N/A
	194.50	223.97	253.44	1/1/2026	12/31/2026	58.94	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Engineer Technician	150.00	172.73	195.46	11/1/2022	12/31/2022	45.46	0%	N/A
Engineer	157.51	181.37	205.24	1/1/2023	12/31/2023	47.73	5.00%	N/A
Non-Exempt	165.40	190.46	215.52	1/1/2024	12/31/2024	50.12	5.00%	N/A
	173.68	199.99	226.31	1/1/2025	12/31/2025	52.63	5.00%	N/A
	182.36	209.99	237.62	1/1/2026	12/31/2026	55.26	5.00%	N/A
Senior CAD Technician	155.00	N/C	N/C	11/1/2022	12/31/2022	46.97	0%	N/A
Technical	162.76	N/C	N/C	1/1/2023	12/31/2023	49.32	5.00%	N/A
Exempt	170.91	N/C	N/C	1/1/2024	12/31/2024	51.79	5.00%	N/A
	179.45	N/C	N/C	1/1/2025	12/31/2025	54.38	5.00%	N/A
	188.43	N/C	N/C	1/1/2026	12/31/2026	57.10	5.00%	N/A
CAD Technician	135.00	155.46	175.91	11/1/2022	12/31/2022	40.91	0%	N/A
Technical	141.77	163.25	184.73	1/1/2023	12/31/2023	42.96	5.00%	N/A
Non-Exempt	148.86	171.42	193.97	1/1/2024	12/31/2024	45.11	5.00%	N/A
	156.32	180.01	203.69	1/1/2025	12/31/2025	47.37	5.00%	N/A
	164.14	189.01	213.88	1/1/2026	12/31/2026	49.74	5.00%	N/A
Construction Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Field Services	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Construction Inspector	184.00	211.88	239.76	11/1/2022	12/31/2022	55.76	0%	N/A
Field Services	193.18	222.45	251.72	1/1/2023	12/31/2023	58.54	5.00%	N/A
Non-Exempt	202.85	233.59	264.32	1/1/2024	12/31/2024	61.47	5.00%	N/A
	212.98	245.25	277.52	1/1/2025	12/31/2025	64.54	5.00%	N/A
	223.64	257.53	291.41	1/1/2026	12/31/2026	67.77	5.00%	N/A
Administration	98.00	112.84	127.69	11/1/2022	12/31/2022	29.70	0%	N/A
Administration	102.89	118.48	134.07	1/1/2023	12/31/2023	31.18	5.00%	N/A
Non-Exempt	108.04	124.41	140.78	1/1/2024	12/31/2024	32.74	5.00%	N/A
	113.45	130.64	147.83	1/1/2025	12/31/2025	34.38	5.00%	N/A
	119.13	137.18	155.23	1/1/2026	12/31/2026	36.10	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At cost	TBD	At Cost
Permit Fees	TBD	At cost	TBD	At Cost
Plan Sheets	TBD	At cost	TBD	At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Jeff Black Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: jeff@blackwater-eng.com Phone Number: 209.322.1820

Address: 602 Lyell Drive, Modesto, CA 95356

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Water and Wastewater Civil Engineering

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Crawford & Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Participation Amount $ _____ Date ########

For Combined Rate:	Fringe Benefit %		Overhead %		General Admission %		Combined Indirect Cost Rate (ICR) %
	88.29%	+	116.79%	+	20.00%	=	225.08%
					Fee	=	10%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Benjamin Crawford *	$ 241.69	N/A	N/A	7/1/2022	6/30/2023	$ 67.59		Not Applicable
Principal	$ 248.94	N/A	N/A	7/1/2023	6/30/2024	$ 69.62	3.00%	
	$ 256.41	N/A	N/A	7/1/2024	6/30/2025	$ 71.71	3.00%	
	$ 264.11	N/A	N/A	7/1/2025	6/30/2026	$ 73.86	3.00%	
	$ 272.03	N/A	N/A	7/1/2026	6/30/2027	$ 76.07	3.00%	
Chris Trumbull *	$ 251.71	N/A	N/A	7/1/2022	6/30/2023	$ 70.39		Not Applicable
Senior Project Manager	$ 259.26	N/A	N/A	7/1/2023	6/30/2024	$ 72.50	3.00%	
	$ 267.04	N/A	N/A	7/1/2024	6/30/2025	$ 74.68	3.00%	
	$ 275.05	N/A	N/A	7/1/2025	6/30/2026	$ 76.92	3.00%	
	$ 283.30	N/A	N/A	7/1/2026	6/30/2027	$ 79.22	3.00%	
Eric Nichols *	$ 203.15	N/A	N/A	7/1/2022	6/30/2023	$ 56.81		Not Applicable
Senior Project Manager	$ 209.24	N/A	N/A	7/1/2023	6/30/2024	$ 58.51	3.00%	
	$ 215.52	N/A	N/A	7/1/2024	6/30/2025	$ 60.27	3.00%	
	$ 221.98	N/A	N/A	7/1/2025	6/30/2026	$ 62.08	3.00%	
	$ 228.64	N/A	N/A	7/1/2026	6/30/2027	$ 63.94	3.00%	
Project Manager	$ 180.58	N/A	N/A	7/1/2022	6/30/2023	$ 50.50		$ 49.00 - $ 52.00
TBD	$ 186.00	N/A	N/A	7/1/2023	6/30/2024	$ 52.02	3.00%	$ 50.47 - $ 53.56
	$ 191.58	N/A	N/A	7/1/2024	6/30/2025	$ 53.58	3.00%	$ 51.98 - $ 55.17
	$ 197.33	N/A	N/A	7/1/2025	6/30/2026	$ 55.18	3.00%	$ 53.54 - $ 56.82
	$ 203.25	N/A	N/A	7/1/2026	6/30/2027	$ 56.84	3.00%	$ 55.15 - $ 58.53
Senior Geologist	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Senior Engineer	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Project Engineer II	$ 140.82	$ 160.51	$ 180.20	7/1/2022	6/30/2023	$ 39.38		$ 37.25 - $ 41.50
TBD	$ 145.04	$ 165.32	$ 185.60	7/1/2023	6/30/2024	$ 40.56	3.00%	$ 38.37 - $ 42.75
	$ 149.39	$ 170.28	$ 191.17	7/1/2024	6/30/2025	$ 41.78	3.00%	$ 39.52 - $ 44.03
	$ 153.88	$ 175.39	$ 196.91	7/1/2025	6/30/2026	$ 43.03	3.00%	$ 40.70 - $ 45.35
	$ 158.49	$ 180.65	$ 202.81	7/1/2026	6/30/2027	$ 44.32	3.00%	$ 41.93 - $ 46.71
Project Engineer I	$ 131.41	$ 149.79	$ 168.16	7/1/2022	6/30/2023	$ 36.75		$ 34.00 - $ 39.50
TBD	$ 135.36	$ 154.28	$ 173.21	7/1/2023	6/30/2024	$ 37.85	3.00%	$ 35.02 - $ 40.69
	$ 139.42	$ 158.91	$ 178.40	7/1/2024	6/30/2025	$ 38.99	3.00%	$ 36.07 - $ 41.91
	$ 143.60	$ 163.68	$ 183.76	7/1/2025	6/30/2026	$ 40.16	3.00%	$ 37.15 - $ 43.16
	$ 147.91	$ 168.59	$ 189.27	7/1/2026	6/30/2027	$ 41.36	3.00%	$ 38.27 - $ 44.46
Staff Engineer	$ 110.85	$ 126.35	$ 141.85	7/1/2022	6/30/2023	$ 31.00		$ 29.00 - $ 33.00
TBD	$ 114.18	$ 130.14	$ 146.11	7/1/2023	6/30/2024	$ 31.93	3.00%	$ 29.87 - $ 33.99
	$ 117.60	$ 134.05	$ 150.49	7/1/2024	6/30/2025	$ 32.89	3.00%	$ 30.77 - $ 35.01
	$ 121.13	$ 138.07	$ 155.01	7/1/2025	6/30/2026	$ 33.87	3.00%	$ 31.69 - $ 36.06
	$ 124.77	$ 142.21	$ 159.66	7/1/2026	6/30/2027	$ 34.89	3.00%	$ 32.64 - $ 37.14
Administrative Assistant	$ 103.70	N/A	N/A	7/1/2022	6/30/2023	$ 29.00		$ 28.00 - $ 30.00
TBD	$ 106.81	N/A	N/A	7/1/2023	6/30/2024	$ 29.87	3.00%	$ 28.84 - $ 30.90
	$ 110.02	N/A	N/A	7/1/2024	6/30/2025	$ 30.77	3.00%	$ 29.71 - $ 31.83
	$ 113.32	N/A	N/A	7/1/2025	6/30/2026	$ 31.69	3.00%	$ 30.60 - $ 32.78
	$ 116.72	N/A	N/A	7/1/2026	6/30/2027	$ 32.64	3.00%	$ 31.51 - $ 33.77
Field Technician (PW) **	$ 145.29	$ 165.60	$ 185.92	7/1/2022	6/30/2023	$ 40.63		$ 39.25 - $ 42.00
	$ 149.65	$ 170.57	$ 191.50	7/1/2023	6/30/2024	$ 41.85	3.00%	$ 40.43 - $ 43.26
	$ 154.14	$ 175.69	$ 197.24	7/1/2024	6/30/2025	$ 43.10	3.00%	$ 41.64 - $ 44.56
	$ 158.76	$ 180.96	$ 203.16	7/1/2025	6/30/2026	$ 44.40	3.00%	$ 42.89 - $ 45.89
	$ 163.52	$ 186.39	$ 209.25	7/1/2026	6/30/2027	$ 45.73	3.00%	$ 44.18 - $ 47.27
Concrete Technician (PW) **	$ 134.56	$ 153.38	$ 172.19	7/1/2022	6/30/2023	$ 37.63		$ 36.00 - $ 39.25
	$ 138.60	$ 157.98	$ 177.36	7/1/2023	6/30/2024	$ 38.76	3.00%	$ 37.08 - $ 40.43
	$ 142.76	$ 162.72	$ 182.68	7/1/2024	6/30/2025	$ 39.92	3.00%	$ 38.19 - $ 41.64
	$ 147.04	$ 167.60	$ 188.16	7/1/2025	6/30/2026	$ 41.12	3.00%	$ 39.34 - $ 42.89
	$ 151.45	$ 172.63	$ 193.80	7/1/2026	6/30/2027	$ 42.35	3.00%	$ 40.52 - $ 44.18
Laborer Technician (PW) **	$ 116.90	$ 133.24	$ 149.59	7/1/2022	6/30/2023	$ 32.69		$ 29.38 - $ 36.00
	$ 120.40	$ 137.24	$ 154.07	7/1/2023	6/30/2024	$ 33.67	3.00%	$ 30.26 - $ 37.08
	$ 124.01	$ 141.35	$ 158.70	7/1/2024	6/30/2025	$ 34.68	3.00%	$ 31.17 - $ 38.19
	$ 127.73	$ 145.60	$ 163.46	7/1/2025	6/30/2026	$ 35.72	3.00%	$ 32.10 - $ 39.34
	$ 131.57	$ 149.96	$ 168.36	7/1/2026	6/30/2027	$ 36.79	3.00%	$ 33.07 - $ 40.52

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements much be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project **0** Date **11/15/2022**

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	TBD	Mile	IRS Rate	TBD
Per Diem	TBD	Day	GSA Rate	TBD
Permit Fees	TBD	At Cost	TBD	TBD
Traffic Control Equipment	TBD	Day	$ 150.00	TBD
Traffic Control (Minor)	TBD	Day	$ -	TBD
Traffic Control (Major)	TBD	At Cost	TBD	TBD
Drilling	TBD	At Cost	TBD	TBD
Steel Liners (MCAL)	TBD	Liner	$ 10.00	TBD
Hand Auger	TBD	Day	$ 150.00	TBD
Wildcat DCP Equipment	TBD	Day	$ 750.00	TBD
Wildcat DCP Tips	TBD	Each	$ 15.00	TBD
Core Machine with Generator	TBD	Day	$ 2,600.00	TBD
Core Machine Bit	TBD	Inch	$ 3.00	TBD
Core Boxes	TBD	Each	$ 17.25	TBD
Seismic Survey Equipment	TBD	Day	$ 1,300.00	TBD
Percolation Equipment	TBD	Day	$ 200.00	TBD
Backfill	TBD	Bag	$ 8.00	TBD
In-House Laboratory Testing (Crawford 2022 Rates, Attached)	TBD	Lump Sum	TBD	TBD
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administratio Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when ap

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature: _____ Date of Certification (mm/dd/yyyy): 11/15/2022

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	288.52	327.05	11/1/2022	12/31/2022	77.04	0%	N/A
Executive	257.49	297.17	336.84	1/1/2023	12/31/2023	79.35	3.00%	N/A
Non-Exempt	265.21	306.08	346.94	1/1/2024	12/31/2024	81.73	3.00%	N/A
	273.16	315.25	357.34	1/1/2025	12/31/2025	84.18	3.00%	N/A
	281.37	324.73	368.08	1/1/2026	12/31/2026	86.71	3.00%	N/A
Staff Geologist	175.00	201.97	228.93	11/1/2022	12/31/2022	53.93	0%	N/A
Scientist	180.26	208.03	235.81	1/1/2023	12/31/2023	55.55	3.00%	N/A
Non-Exempt	185.68	214.29	242.90	1/1/2024	12/31/2024	57.22	3.00%	N/A
	191.26	220.73	250.20	1/1/2025	12/31/2025	58.94	3.00%	N/A
	197.00	227.36	257.71	1/1/2026	12/31/2026	60.71	3.00%	N/A
Administration	100.00	115.41	130.82	11/1/2022	12/31/2022	30.82	0%	N/A
Administration	103.00	118.87	134.74	1/1/2023	12/31/2023	31.74	3.00%	N/A
Non-Exempt	106.08	122.42	138.77	1/1/2024	12/31/2024	32.69	3.00%	N/A
	109.26	126.09	142.93	1/1/2025	12/31/2025	33.67	3.00%	N/A
	112.54	129.88	147.22	1/1/2026	12/31/2026	34.68	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Christopher Johnson Title*: President and Principal Hydrogeologist

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: chris@aegisgw.com Phone Number: 559.981.2313

Address: 1177 East Shaw Avenue, Suite 101, Fresno, California 93710

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Hydrogeological Support Services

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Amy Augustine, AICP	90.00	N/C	N/C	11/1/2022	12/31/2022	30.88	0%	N/A
President	94.50	N/C	N/C	1/1/2023	12/31/2023	32.42	5.00%	N/A
Exempt	99.23	N/C	N/C	1/1/2024	12/31/2024	34.04	5.00%	N/A
	104.18	N/C	N/C	1/1/2025	12/31/2025	35.74	5.00%	N/A
	109.40	N/C	N/C	1/1/2026	12/31/2026	37.53	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Amy Augustine Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: tuolandplanner@gmail.com Phone Number: 209.532.7376

Address: 270 S. Barretta, Suite C, P.O. Box 3117, Sonora, CA 95370

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Environmental Support Services

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	200.02	N/C	N/C	10/1/2022	12/31/2022	61.64	0%	N/A
Executive	210.02	N/C	N/C	1/1/2023	12/31/2023	64.72	5.00%	N/A
Exempt	220.53	N/C	N/C	1/1/2024	12/31/2024	67.96	5.00%	N/A
	231.56	N/C	N/C	1/1/2025	12/31/2025	71.36	5.00%	N/A
	243.15	N/C	N/C	1/1/2026	12/31/2026	74.93	5.00%	N/A
Principal Engineer	175.00	N/C	N/C	10/1/2022	12/31/2022	53.93	0%	N/A
Engineer	183.76	N/C	N/C	1/1/2023	12/31/2023	56.63	5.00%	N/A
Exempt	192.95	N/C	N/C	1/1/2024	12/31/2024	59.46	5.00%	N/A
	202.59	N/C	N/C	1/1/2025	12/31/2025	62.43	5.00%	N/A
	212.71	N/C	N/C	1/1/2026	12/31/2026	65.55	5.00%	N/A
Electrical Engineer	140.02	N/C	N/C	10/1/2022	12/31/2022	43.15	0%	N/A
Engineer	147.03	N/C	N/C	1/1/2023	12/31/2023	45.31	5.00%	N/A
Exempt	154.40	N/C	N/C	1/1/2024	12/31/2024	47.58	5.00%	N/A
	162.12	N/C	N/C	1/1/2025	12/31/2025	49.96	5.00%	N/A
	170.23	N/C	N/C	1/1/2026	12/31/2026	52.46	5.00%	N/A
Designer	100.01	N/C	N/C	10/1/2022	12/31/2022	30.82	0%	N/A
Technical	105.01	N/C	N/C	1/1/2023	12/31/2023	32.36	5.00%	N/A
Exempt	110.27	N/C	N/C	1/1/2024	12/31/2024	33.98	5.00%	N/A
	115.78	N/C	N/C	1/1/2025	12/31/2025	35.68	5.00%	N/A
	121.56	N/C	N/C	1/1/2026	12/31/2026	37.46	5.00%	N/A
CAD Technician	84.99	98.08	111.18	10/1/2022	12/31/2022	26.19	0%	N/A
Technical	89.24	102.99	116.74	1/1/2023	12/31/2023	27.50	5.00%	N/A
Non-Exempt	93.72	108.16	122.60	1/1/2024	12/31/2024	28.88	5.00%	N/A
	98.39	113.55	128.71	1/1/2025	12/31/2025	30.32	5.00%	N/A
	103.32	119.24	135.16	1/1/2026	12/31/2026	31.84	5.00%	N/A
Administration	75.02	86.58	98.14	10/1/2022	12/31/2022	23.12	0%	N/A
Administration	78.79	90.93	103.07	1/1/2023	12/31/2023	24.28	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Non-Exempt	82.72	95.46	108.21	1/1/2024	12/31/2024	25.49	5.00%	N/A
	86.84	100.22	113.60	1/1/2025	12/31/2025	26.76	5.00%	N/A
	91.18	105.23	119.28	1/1/2026	12/31/2026	28.10	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Richard Smith Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: richard@hcs-eng.com Phone Number: 209-478-8270

Address: 4512 Feather River Dr., Suite F, Stockton, CA 95219

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Electrical Engineering

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Kent Hysell	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Land Surveying	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Anthony Cannella	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Engineering	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
John Ellis	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Project Manager	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Nathan Bray	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Civil Engineer	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Rien Groenewoud	146.93	N/C	N/C	10/1/2022	12/31/2022	62.02	0%	N/A
Land Surveyor	154.28	N/C	N/C	1/1/2023	12/31/2023	65.12	5.00%	N/A
Exempt	162.00	N/C	N/C	1/1/2024	12/31/2024	68.38	5.00%	N/A
	170.11	N/C	N/C	1/1/2025	12/31/2025	71.80	5.00%	N/A
	178.61	N/C	N/C	1/1/2026	12/31/2026	75.39	5.00%	N/A
Nicole Cannella	129.28	N/C	N/C	10/1/2022	12/31/2022	54.57	0%	N/A
Land Surveyor II	135.75	N/C	N/C	1/1/2023	12/31/2023	57.30	5.00%	N/A
Exempt	142.55	N/C	N/C	1/1/2024	12/31/2024	60.17	5.00%	N/A
	149.68	N/C	N/C	1/1/2025	12/31/2025	63.18	5.00%	N/A
	157.17	N/C	N/C	1/1/2026	12/31/2026	66.34	5.00%	N/A
Casey Walker	127.57	N/C	N/C	10/1/2022	12/31/2022	53.85	0%	N/A
Designer	133.95	N/C	N/C	1/1/2023	12/31/2023	56.54	5.00%	N/A
Exempt	140.66	N/C	N/C	1/1/2024	12/31/2024	59.37	5.00%	N/A
	147.69	N/C	N/C	1/1/2025	12/31/2025	62.34	5.00%	N/A
	155.09	N/C	N/C	1/1/2026	12/31/2026	65.46	5.00%	N/A
Thomas Geiss	102.51	N/C	N/C	10/1/2022	12/31/2022	43.27	0%	N/A
Drafter	107.63	N/C	N/C	1/1/2023	12/31/2023	45.43	5.00%	N/A
Exempt	113.01	N/C	N/C	1/1/2024	12/31/2024	47.70	5.00%	N/A
	118.67	N/C	N/C	1/1/2025	12/31/2025	50.09	5.00%	N/A
	124.60	N/C	N/C	1/1/2026	12/31/2026	52.59	5.00%	N/A

Packet Pg. 350

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Various	124.62	150.92	177.22	10/1/2022	12/31/2022	52.60	0%	N/A
Party Chief	130.85	158.46	186.08	1/1/2023	12/31/2023	55.23	5.00%	N/A
Non-Exempt	137.39	166.38	195.38	1/1/2024	12/31/2024	57.99	5.00%	N/A
	144.26	174.70	205.15	1/1/2025	12/31/2025	60.89	5.00%	N/A
	151.46	183.43	215.39	1/1/2026	12/31/2026	63.93	5.00%	N/A
Various	109.29	132.36	155.42	10/1/2022	12/31/2022	46.13	0%	N/A
Chainmen	114.76	138.98	163.20	1/1/2023	12/31/2023	48.44	5.00%	N/A
Non-Exempt	120.50	145.93	171.36	1/1/2024	12/31/2024	50.86	5.00%	N/A
	126.51	153.21	179.91	1/1/2025	12/31/2025	53.40	5.00%	N/A
	132.84	160.87	188.91	1/1/2026	12/31/2026	56.07	5.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kent Hysell Title*: CFO

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: khysell@nseng.net Phone Number: 229-524-3525

Address: 620 12th Street, Modesto, CA 95354

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Civil Engineering and Land Surveying Services

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	10/1/2022	12/31/2022	69.93	0%	N/A
Executive	269.98	N/C	N/C	1/1/2023	12/31/2023	75.52	8.00%	N/A
Exempt	283.50	N/C	N/C	1/1/2024	12/31/2024	79.30	5.00%	N/A
	297.69	N/C	N/C	1/1/2025	12/31/2025	83.27	5.00%	N/A
	312.56	N/C	N/C	1/1/2026	12/31/2026	87.43	5.00%	N/A
Project Manager	190.00	N/C	N/C	10/1/2022	12/31/2022	53.15	0%	N/A
Engineer	205.21	N/C	N/C	1/1/2023	12/31/2023	57.40	8.00%	N/A
Exempt	215.47	N/C	N/C	1/1/2024	12/31/2024	60.27	5.00%	N/A
	226.23	N/C	N/C	1/1/2025	12/31/2025	63.28	5.00%	N/A
	237.52	N/C	N/C	1/1/2026	12/31/2026	66.44	5.00%	N/A
Associate Engineer	155.00	176.68	198.36	10/1/2022	12/31/2022	43.36	0%	N/A
Engineer	167.42	190.83	214.25	1/1/2023	12/31/2023	46.83	8.00%	N/A
Non-Exempt	175.78	200.37	224.95	1/1/2024	12/31/2024	49.17	5.00%	N/A
	184.58	210.39	236.21	1/1/2025	12/31/2025	51.63	5.00%	N/A
	193.80	220.91	248.01	1/1/2026	12/31/2026	54.21	5.00%	N/A
Assistant Engineer	120.00	136.78	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
Engineer	129.59	147.72	165.84	1/1/2023	12/31/2023	36.25	8.00%	N/A
Non-Exempt	136.06	155.09	174.12	1/1/2024	12/31/2024	38.06	5.00%	N/A
	142.86	162.84	182.82	1/1/2025	12/31/2025	39.96	5.00%	N/A
	150.01	170.99	191.97	1/1/2026	12/31/2026	41.96	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Senior CAD Technician	115.00	131.08	147.17	10/1/2022	12/31/2022	32.17	0%	N/A
Technical	124.20	141.57	158.94	1/1/2023	12/31/2023	34.74	8.00%	N/A
Non-Exempt	130.42	148.66	166.90	1/1/2024	12/31/2024	36.48	5.00%	N/A
	136.92	156.07	175.22	1/1/2025	12/31/2025	38.30	5.00%	N/A
	143.79	163.90	184.01	1/1/2026	12/31/2026	40.22	5.00%	N/A
CAD Technician	85.00	96.89	108.78	10/1/2022	12/31/2022	23.78	0%	N/A
Technical	91.81	104.65	117.49	1/1/2023	12/31/2023	25.68	8.00%	N/A
Non-Exempt	96.38	109.86	123.34	1/1/2024	12/31/2024	26.96	5.00%	N/A
	101.21	115.36	129.52	1/1/2025	12/31/2025	28.31	5.00%	N/A
	106.28	121.15	136.01	1/1/2026	12/31/2026	29.73	5.00%	N/A
Administration	90.00	102.59	115.17	10/1/2022	12/31/2022	25.17	0%	N/A
Administration	97.20	110.80	124.39	1/1/2023	12/31/2023	27.19	8.00%	N/A
Non-Exempt	102.07	116.34	130.62	1/1/2024	12/31/2024	28.55	5.00%	N/A
	107.18	122.17	137.16	1/1/2025	12/31/2025	29.98	5.00%	N/A
	112.54	128.28	144.02	1/1/2026	12/31/2026	31.48	5.00%	N/A

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 11/18/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Plan Sheets				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Nicholas Fahrney Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 11/18/2022

Email: nick@pwf-eng.com Phone Number: 209.575.9619

Address: 2813 Coffee Rd, Suite D1 Modesto, CA 95355

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Structural Engineering

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Expert Witness/Testimony	375.00	427.45	479.89	10/1/2022	12/31/2022	104.90	0%	N/A
0	399.36	455.22	511.07	1/1/2023	12/31/2023	111.71	6.50%	N/A
0	439.30	500.74	562.18	1/1/2024	12/31/2024	122.88	10.00%	N/A
	483.23	550.82	618.40	1/1/2025	12/31/2025	135.17	10.00%	N/A
	531.57	605.91	680.26	1/1/2026	12/31/2026	148.69	10.00%	N/A
Chief Scientist	300.00	341.95	383.91	10/1/2022	12/31/2022	83.92	0%	N/A
0	330.01	376.16	422.32	1/1/2023	12/31/2023	92.31	10.00%	N/A
0	363.01	413.78	464.55	1/1/2024	12/31/2024	101.54	10.00%	N/A
	399.29	455.14	510.98	1/1/2025	12/31/2025	111.69	10.00%	N/A
	439.22	500.65	562.08	1/1/2026	12/31/2026	122.86	10.00%	N/A
Principal	230.00	262.17	294.33	10/1/2022	12/31/2022	64.34	0%	N/A
0	250.00	284.96	319.93	1/1/2023	12/31/2023	69.93	8.70%	N/A
0	274.99	313.45	351.91	1/1/2024	12/31/2024	76.92	10.00%	N/A
	302.48	344.79	387.09	1/1/2025	12/31/2025	84.61	10.00%	N/A
	332.73	379.26	425.80	1/1/2026	12/31/2026	93.07	10.00%	N/A
Project Manager	180.00	205.18	230.35	10/1/2022	12/31/2022	50.35	0%	N/A
0	198.02	225.71	253.41	1/1/2023	12/31/2023	55.39	10.00%	N/A
0	217.82	248.29	278.75	1/1/2024	12/31/2024	60.93	10.00%	N/A
	239.60	273.11	306.62	1/1/2025	12/31/2025	67.02	10.00%	N/A
	263.55	300.41	337.27	1/1/2026	12/31/2026	73.72	10.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Technical Staff	140.00	159.58	179.16	10/1/2022	12/31/2022	39.16	0%	N/A
0	155.41	177.14	198.88	1/1/2023	12/31/2023	43.47	11.00%	N/A
0	170.96	194.87	218.78	1/1/2024	12/31/2024	47.82	10.00%	N/A
	188.05	214.35	240.65	1/1/2025	12/31/2025	52.60	10.00%	N/A
	206.85	235.78	264.71	1/1/2026	12/31/2026	57.86	10.00%	N/A
Field Engineer	120.00	136.79	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
0	131.99	150.45	168.91	1/1/2023	12/31/2023	36.92	10.00%	N/A
0	145.18	165.49	185.79	1/1/2024	12/31/2024	40.61	10.00%	N/A
	159.70	182.03	204.37	1/1/2025	12/31/2025	44.67	10.00%	N/A
	175.68	200.25	224.82	1/1/2026	12/31/2026	49.14	10.00%	N/A
Drafting	100.00	113.99	127.97	10/1/2022	12/31/2022	27.97	0%	N/A
0	110.00	125.39	140.77	1/1/2023	12/31/2023	30.77	10.00%	N/A
0	121.01	137.94	154.86	1/1/2024	12/31/2024	33.85	10.00%	N/A
	133.13	151.75	170.37	1/1/2025	12/31/2025	37.24	10.00%	N/A
	146.43	166.91	187.39	1/1/2026	12/31/2026	40.96	10.00%	N/A
Shop/Field Tech	80.00	91.19	102.37	10/1/2022	12/31/2022	22.38	0%	N/A
0	87.98	100.29	112.59	1/1/2023	12/31/2023	24.61	10.00%	N/A
0	96.78	110.31	123.85	1/1/2024	12/31/2024	27.07	10.00%	N/A
	106.46	121.35	136.24	1/1/2025	12/31/2025	29.78	10.00%	N/A
	117.12	133.50	149.88	1/1/2026	12/31/2026	32.76	10.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Admin	65.00	74.09	83.18	10/1/2022	12/31/2022	18.18	0%	N/A
0	85.16	97.07	108.98	1/1/2023	12/31/2023	23.82	31.00%	N/A
0	93.67	106.77	119.87	1/1/2024	12/31/2024	26.20	10.00%	N/A
	103.03	117.44	131.85	1/1/2025	12/31/2025	28.82	10.00%	N/A
	113.33	129.18	145.03	1/1/2026	12/31/2026	31.70	10.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	6.50%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	10.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: William Pedler Title*: President / Geological Engineer

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: bpedler@rasinc.org Phone Number: (559) 590-0555

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Aquifers and Groundwater Systems Consulting

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

Technical Service Call Out Rates

Downhole Surveys

	Year			
	2022	2023	2024	2025
Basic Logs - Per Day or Per Well [a]				
1-man crew (10-hours/day)	$ 1,350.00	1485	1634	1797
2-man crew (10-hours/day)	$ 1,875.00	2063	2269	2496
Truck- per truck	$ 375.00	413	454	499
3-arm Caliper	$ 500.00	550	605	666
Natural G/EM	$ 500.00	550	605	666
Resistivity/E-log	$ 1,500.00	1650	1815	1997
EM Flowmeter (pumping may require added eqpt costs)	$ 850.00	935	1029	1131
Heat-pulse Flowmeter	$ 1,025.00	1128	1240	1364
Sonic	$ 1,500.00	1650	1815	1997
Neutron/Gamma-gamma density [b]	$ 1,350.00	1485	1634	1797
Analog Video (includes call out and summary report)	$ 1,500.00	1650	1815	1997
Spectral Gamma [c]	$ 2,000.00	2200	2420	2662
Acoustic/Optical Televiewer [d]	$ 1,500.00	1650	1815	1997
Nuclear Magnetic Resonance (NMR)	Custom	Custom	Custom	Custom
Mileage (per mile cost from depot - will vary per eqpt callout)	$3.00-5.00	$3.50-5.50	$4.00-6.00	$4.50-6.50
Advanced Logs[e]				
Advanced Flow & Water Quality Profiling (Advanced multi-sensor tool/advanced software processing)/Hydrophysical/EMFM Logging & Sampling (Max 1000 ft)[f]	$2,600-4,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Samples (@ Flow Profiling rate includes up to 7 per day/ or $550/sample)				
Colloidal Borescope Flowmeter (Daily rate, Max 1000 ft)	$ 2,600 -3,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Wireline Straddle Packer (3-6 inch dia wells, up to 500 ft submergence)	$3,200-4,800	$3,500-5,200	$3,850-5,750	$4,250-6,500
Reporting/Interpretation/Presentation - Scope of Work	$ SOW/job basis			
(1 copy of deliverables unless otherwise specified)	$ 1,500 min			
Overtime/Standby (standard 10 hrs/day)	10% of Total Daily Rate/Hour			
Per Diem charged at minimum of Government FAR rates.				

Other Services	
Aquifer and Cross Hole Flow Testing	Custom
Flow Rate Data Logger and Pressure Transducers (Pump tes	Custom
Borehole Geophysical/Hydrophysical Logging Class (CEUs	Custom

Other services available on custom job basis. All costs are based on standard terms and conditions and subject to modification depending upon project/site conditions. There are no footage minimum charges.

[a] Full charges for Basic Logs may be based on a per well rate which will include crew and truck, or may include the sum of applicable daily charges. There are no footage charges. Charges may change depending on equipment availability.
[b] Additional radioactive source fees may be applicable.
[c] A one time checkout fee of $3000+ will also apply to this measurement.
[d] Century tool is lower resolution and lower cost; higher resolution tools are at higher rates.
[e] Rates for advanced logs include all crew and truck fees for 10 hrs/day. Sampling @ $125/1-liter.
[f] Daily rate for wells up to 1000 ft in depth. Deeper or extremely high yield wells may require custom bid.
[g] Daily rate. Wells greater than 500 ft submergence may require custom bid.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

E.32.b

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

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SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Brian Ludwig Title*: Principal Investigator

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: brian@solanoarchaeology.com Phone Number: (530) 417-7007

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Archaeological Services

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of 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, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

Attachment: Black Water Master Contract (RES-2022-725 : Approve Agreement with Black Water Consulting Engineers for On-Call Water and

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-726

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project

---

RECOMMENDATION AND JUSTIFICATION:
Approve Plans and Specifications for Construction of Phase I Downtown Revitalization Project; Authorize the Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The EDA Construction Grant is divided into two phases. Phase I is sewer improvements in cooperation with MPUD. The attached exhibit identifies the limits of work. New sewer will be open cut and manholes replaced on 2nd, 3rd, 4th, 5th, 6th, 7th, and Bullion Streets. Residents and businesses in the impacted area will receive notice prior to work beginning. There will be impacts to the project area including restricted parking during the day, road closures, utility interruptions, dust and noise. Staff will minimize these impacts as much as possible. Only one block will be permitted closed at a time. All traffic control will be removed at the end of each work day and weekends. Work on 6th Street will be scheduled during the week of April 10-14 during MCUSD's Spring Break. Once the sewer replacement is completed, the streets will be re-paved in Phase II.

Phase I Sewer Improvements is approximately $2 million and 100% federally funded.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This project will not be bid and the funding may become victim to erosion through inflation when ultimately bid and awarded. There are manholes inside SR140 to be replaced. The work must be completed prior to Caltrans paving SR140 and a paving moritorium prohibits work.

ATTACHMENTS:
Sewer Project Limits (PDF)
Downtown Revitalization Plans (PDF)
Downtown Revitalization Specs (PDF)

REF ID# 13580

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
EXCUSED: Miles Menetrey

COUNTY OF MARIPOSA
DEPARTMENT OF PUBLIC WORKS
MARIPOSA DOWNTOWN REVITALIZATION PROJECT
EDA 07 79 07487

ATTACHMENT A
PHASE I SEWER IMPROVEMENTS

Attachment: Sewer Project Limits (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

MARIPOSA COUNTY

ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

EDA No. 07-79-07487

PHASE 1 SANITARY SEWER IMPROVEMENTS



VICINITY MAP
1" = 250'

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G1	TITLE SHEET
2	G2	NOTES, LEGEND, AND ABBREVIATIONS
3	G3	SHEET LAYOUT AND HORIZONTAL CONTROL
4	C1	PLAN AND PROFILE 100+00 – 104+00 3RD ST AND 2ND ST SEGMENT 1
5	C2	PLAN AND PROFILE 104+00 – 106+24 BULLION ST SEGMENT 1
6	C3	PLAN AND PROFILE 200+00 – 202+52 3RD ST AND BULLION ST SEGMENT 2
7	C4	PLAN AND PROFILE 300+00 – 303+50 4TH ST AND BULLION ST SEGMENT 3
8	C5	PLAN AND PROFILE 303+50 – 308+17 BULLION ST SEGMENT 3
9	C6	PLAN AND PROFILE 400+00 – 402+16 5TH ST SEGMENT 4
10	C7	PLAN AND PROFILE 500+00 – 502+86 6TH ST SEGMENT 5
11	C8	PLAN AND PROFILE 1500+50 – 1505+00 BULLION ST AND 6TH ST SEGMENT 5A
12	C9	PLAN AND PROFILE 1505+00 – 1510+00 6TH ST SEGMENT 5A
13	C10	PLAN AND PROFILE 1510+00 – 1511+31 6TH ST SEGMENT 5A
14	C11	PLAN AND PROFILE 600+00 – 605+00 7TH ST AND BULLION ST SEGMENT 6
15	C12	PLAN AND PROFILE 605+00 – 609+50 BULLION ST SEGMENT 6
16	C13	PLAN AND PROFILE 609+00 – 613+06 8TH ST SEGMENT 6
17	C14	CROSS SECTIONS
18	D1	DETAILS 1
19	D2	DETAILS 2

PREPARED UNDER THE DIRECTION OF:
DEANA L. DONOHUE, P.E.
PRESIDENT/CEO, MYRIAD ENGINEERING
09/02/2021
DATE

REVIEWED BY:
FRANZ HAIDINGER, P.E.
PRINCIPAL, NCE
09/02/2021
DATE

APPROVED BY:
COUNTY ENGINEER, MARIPOSA COUNTY
DATE

APPROVED BY:
SUSAN A. WAGES, REHS
GENERAL MANAGER, MARIPOSA PUBLIC UTILITY DISTRICT
DATE

Know what's below. Call before you dig.

SEWER SYSTEM OWNER

Mariposa Public Utility District (MPUD)

4992 7th Street
P.O. Box 494
Mariposa, CA 95338
Ph: (209) 966-2515

ENGINEER

NCE
8795 Folsom Blvd., Suite 250
Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD
1104 Corporate Way
Sacramento, Ca. 95831
(916) 429-3231

NCE
8795 Folsom Blvd., Suite 250
Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD

REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO: PWEN-5536-2100
DESIGNED BY: DLD
DRAWN BY: ST, KW
CHECKED BY: FH DATE: 09/02/2021
DATE: 09/02/2021

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SHEET TITLE

TITLE SHEET

DRAWING
G1

SHEET 1 OF 19

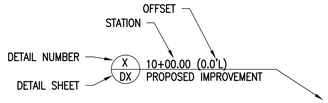
Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17992\G1.DWG | Layout: G1 | Printed Sep 30, 2021 @ 6:10pm | 0 kW 22.0x (LMS Tech)

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH MARIPOSA PUBLIC UTILITY DISTRICT (MPUD) STANDARD SPECIFICATIONS & DETAILS, LATEST EDITION, AND MARIPOSA COUNTY STANDARD SPECIFICATIONS & DETAILS, LATEST EDITION, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
2. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A TRAFFIC CONTROL PLAN IN COMPLIANCE WITH MARIPOSA COUNTY STANDARD SPECIFICATIONS. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO MARIPOSA COUNTY FOR APPROVAL PRIOR TO START OF WORK.
3. PRIOR TO START OF WORK EACH DAY, ALL TRAFFIC CONTROL DEVICES AS SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN SHALL BE IN PLACE AND OPERATIONAL. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION TO AFFECTED PROPERTIES IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
4. EXISTING UTILITY LOCATIONS ARE SHOWN FOR INFORMATION PURPOSES ONLY AND ARE UNCONFIRMED AS SHOWN ON THESE PLANS UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ALL EXISTING UTILITIES ARE TO REMAIN AT THEIR CURRENT LOCATION UNLESS OTHERWISE INDICATED IN THE PLANS.
5. CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) AT 811 OR (800) 642-2444 AT LEAST ONE (1) WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING & MARK-OUT OF UNDERGROUND UTILITIES BY THE UTILITIES OWNERS. IT SHALL BE THE CONTRACTOR'S STRICT RESPONSIBILITY TO PROPERLY DELINEATE THE WORK AREA FOR UTILITY MARK-OUTS, IN ACCORDANCE WITH U.S.A. GUIDELINES. IRRIGATION LINES AND OWNER IMPROVEMENTS WILL NOT BE MARKED OUT BY U.S.A.
6. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS, HOURS OF CONSTRUCTION ACTIVITY SHALL BE RESTRICTED TO NON-HOLIDAYS, MONDAY THROUGH FRIDAY, 7:30 AM TO 6:00 PM.
7. EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE REPLACED IN KIND AND LOCATION IN ACCORDANCE WITH MARIPOSA COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS & DETAILS (LATEST EDITION) AND THE STATE STANDARD SPECIFICATIONS (LATEST EDITION).
8. CONTRACTOR SHALL CALL THE ENGINEER A MINIMUM OF 24 HOURS IN ADVANCE FOR ANY INSPECTIONS REQUIRED PER THE CONTRACT DOCUMENTS.
9. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY.
10. IT SHALL BE THE CONTRACTOR'S SOLE DUTY TO PROTECT THE WORK FROM VANDALISM FROM THE TIME IT IS INSTALLED UNTIL IT IS ACCEPTED BY THE MPUD. ANY DAMAGED IMPROVEMENTS SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER OR A DESIGNEE.
11. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL ADJACENT PUBLIC AND PRIVATE IMPROVEMENTS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE AT THEIR SOLE EXPENSE.
12. ALL PIPELINE STATIONING IS TO THE CENTERLINE OF THE PIPELINE AND THE CENTERLINE OF THE MANHOLE. ALL MANHOLES SHALL BE CONSTRUCTED PER SHEET D1, EXCEPT WHERE NOTED ON THE DRAWINGS.
13. CONTRACTOR SHALL NOT APPLY LOADS GREATER THAN H-20 LOADING TO PAVEMENT OR PAVED AREAS.
14. CONTRACTOR SHALL PARTICIPATE IN A SPECIAL WALKING TOUR OF THE PROJECT WORKSITE AND ALIGNMENT FOR THE PURPOSE OF VIDEOTAPING THE SITE CONDITIONS PRIOR TO THE COMMENCEMENT OF FIELD WORK. THE VIDEOTAPE WILL DOCUMENT CONDITIONS OF EXISTING IMPROVEMENTS. A COPY OF THE VIDEOTAPE WILL BE SUBMITTED TO THE OWNER. IF, AFTER COMPLETION OF CONSTRUCTION, THERE IS EVIDENCE OF DAMAGE TO ANY EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURAL PAVEMENT SECTION, CURBS AND GUTTERS, TREES AND LIGHT POLES, ALL AS A RESULT OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPAIR THE DAMAGE AS DIRECTED BY THE ENGINEER AT NO COST TO THE OWNER.
15. EXISTING 6-INCH DIAMETER VCP PIPING TO BE REPLACED BY 8-INCH PVC IN THE SAME ALIGNMENT AS THE EXISTING 6-INCH PIPING IN ACCORDANCE WITH CONTRACT DOCUMENTS.
16. ALL SEWER LATERAL LOCATIONS SHOWN ON THESE DRAWINGS ARE FOR INFORMATION PURPOSES ONLY AND ARE UNCONFIRMED. REPLACE SEWER LATERALS IN KIND AND IN THE SAME LOCATION AS FEASIBLE.

TYPICAL IMPROVEMENT NOTE



LEGEND

PROPOSED FEATURES

- 5040 — MAJOR CONTOUR
- 5041 — MINOR CONTOUR
- 6"SS — SANITARY SEWER PIPE
- SS LAT — SANITARY SEWER LATERAL
- SSCO — SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- ABANDON PIPE

EXISTING FEATURES

- 5040 — MAJOR CONTOUR
- MINOR CONTOUR
- BACK OR FACE OF CURB
- EDGE OF PAVEMENT OR LIP OF GUTTER
- WALL
- BUILDING OUTLINE
- X — FENCE, CHAIN-LINK OR BARB WIRE
- FENCE, METAL
- FENCE, WOOD
- W — WATER LINE
- SS — SANITARY SEWER PIPE
- SD — STORM DRAIN PIPE
- E — UNDERGROUND ELECTRIC
- GAS — GAS LINE
- OH — OVERHEAD UTILITY
- C — COMMUNICATIONS CONDUIT
- UNK — UNKNOWN UTILITY
- DRAINAGE CHANNEL FLOWLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- SIDEWALK/CONCRETE
- BOX
- BACKFLOW PREVENTER
- SANITARY SEWER MANHOLE
- BACKFLOW PREVENTER
- CATHODIC PROTECTION
- CLEANOUT
- STORM DRAIN MANHOLE
- DRAIN INLET
- CATCH BASIN/CURB INLET
- COMMUNICATIONS MANHOLE
- MARKER POST
- PEDESTAL
- POLE
- COMMUNICATIONS MANHOLE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GATE VALVE
- HOSE BIB
- POST INDICATOR VALVE
- CONTROL POINT
- WATER PUMP OR WELL
- METER
- 1988.11 EP — POINT ELEVATION WITH DESCRIPTOR
- 2004.7 — NATURAL GROUND SPOT ELEVATION
- TREE
- BOLLARD
- CONTROL POINT
- GROUND
- GUY ANCHOR
- STUB
- TRAFFIC SIGNAL
- VALVE
- VENT
- DOOR
- MAILBOX
- MONITORING WELL
- SIGN

ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

AB	AGGREGATE BASE	MFGR MANUFACTURER
AC	ASPHALT CONCRETE	MH MANHOLE
A/G	ABOVE GROUND	MAX MAXIMUM
@	AT	MDD MAXIMUM DRY DENSITY
APPROX	APPROXIMATE	MJ MECHANICAL JOINT
ARV	AIR RELEASE VALVE	MI MILE
ASS'Y	ASSEMBLY	MIN MINIMUM
AVG	AVERAGE	MISC MISCELLANEOUS
AWWA	AMERICAN WATER WORKS ASSOCIATION	MVC MIDDLE OF VERTICAL CURVE
BC	BEGIN CURVE	N NORTH
BD	BOLLARD	NEC NATIONAL ELECTRICAL CODE
BMP	BEST MANAGEMENT PRACTICES	NIC NOT IN CONTRACT
BOW	BACK OF WALK	NTS NOT TO SCALE
BSP	BLACK STEEL PIPE	# OR NO NUMBER
BW	BOTTOM OF WALL	
BVC	BEGIN VERTICAL CURVE	OC ON CENTER
		OG ORIGINAL GRADE
C&G	CURB AND GUTTER	OH OVERHEAD WIRE (UTILITY)
CB	CATCH BASIN	OWS OIL/WATER SEPARATOR
CF	CUBIC FEET	
CL	CENTERLINE	± PLUS OR MINUS
CLR	CLEAR	PCC PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
CMP	CORRUGATED METAL PIPE	PE PERMANENT EASEMENT
CO	CLEAN OUT	PL PROPERTY LINE
COMM	COMMUNICATION	POS POSITIVE
CONC	CONCRETE	PRC POINT OF REVERSE CURVE
CONST	CONSTRUCT	PSI POUNDS PER SQUARE INCH
CP	CONTROL POINT	PT POINT
CY	CUBIC YARD	PTC PERMISSION TO CONSTRUCT
		PUE PUBLIC UTILITY EASEMENT
° OR DEG	DEGREE(S)	PVC POLYVINYL CHLORIDE
DI	DROP INLET	PVI POINT OF VERTICAL INTERSECTION
ø OR DIA	DIAMETER	PVMT PAVEMENT
DI	DUCTILE IRON	
DWG	DRAWING	R RADIUS
DW OR DWY	DRIVEWAY	RCP REINFORCED CONCRETE PIPE
		REVEG REVEGETATION
E	EAST	RT,R RIGHT
EA	EACH	R/W, ROW RIGHT-OF-WAY
EASE	EASEMENT	
EC	END OF CURVE	S SLOPE (FT/FT), SOUTH
EG	EXISTING GRADE	SCH SCHEDULE
ELEC	ELECTRIC	SD STORM DRAIN
EP	EDGE OF PAVEMENT	SDR STANDARD DIMENSION RATIO
EL	ELEVATION	SDMH STORM DRAIN MANHOLE
EVC	END OF VERTICAL CURVE	SF SQUARE FOOT/FEET
EX	EXISTING	SHT SHEET
		SSMH SANITARY SEWER MANHOLE
FCA	FLANGE COUPLING ADAPTER	SSCO SANITARY SEWER CLEAN OUT
FH	FIRE HYDRANT	SS SANITARY SEWER, STAINLESS STEEL
FG	FINISH GRADE	STA STATION
FFC	FRONT FACE CURB	STD STANDARD
FES	FLARED END SECTION	SY SQUARE YARD
FL	FLOWLINE	
FLG	FLANGED	TBC TOP BACK OF CURB
FT OR '	FOOT, FEET	TC TOP OF CURB
FV	FLUSH VALVE	TCE TEMPORARY CONSTRUCTION EASEMENT
		TW TOP OF WALL
G	GAS	TYP TYPICAL
GV	GATE VALVE	
GB	GRADE BREAK	UGE UNDERGROUND ELECTRIC
GSP	GALVANIZED STEEL PIPE	UGT UNDERGROUND TELEPHONE
		U/G UNDERGROUND
HP	HIGH POINT	
HOR	HORIZONTAL	VC VERTICAL CURVE
HDPE	HIGH DENSITY POLYETHYLENE	VG VALLEY GUTTER
HMAC	HOT MIXED ASPHALT CONCRETE	
		W WATER
IE	INVERT ELEVATION	WL WATER LINE
ID	INSIDE DIAMETER	W WEST
IN OR "	INCH	W/ WITH
INT	INTERSECTION	WM WATER METER
IRR	IRRIGATION	
LT,L	LEFT	
LEN	LENGTH	
LF	LINEAR FEET	
LP	LOW POINT	
LS	LUMP SUM	

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REGISTERED PROFESSIONAL ENGINEER — DEANA L. DONOHUE — C68385 Exp. 9/30/23 — CIVIL — STATE OF CALIFORNIA

09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO: PWEN-5536-2100
DESIGNED BY: DLD
DRAWN BY: ST, KW
CHECKED BY: FH DATE: 09/02/2021
DATE: 09/02/2021

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SHEET TITLE

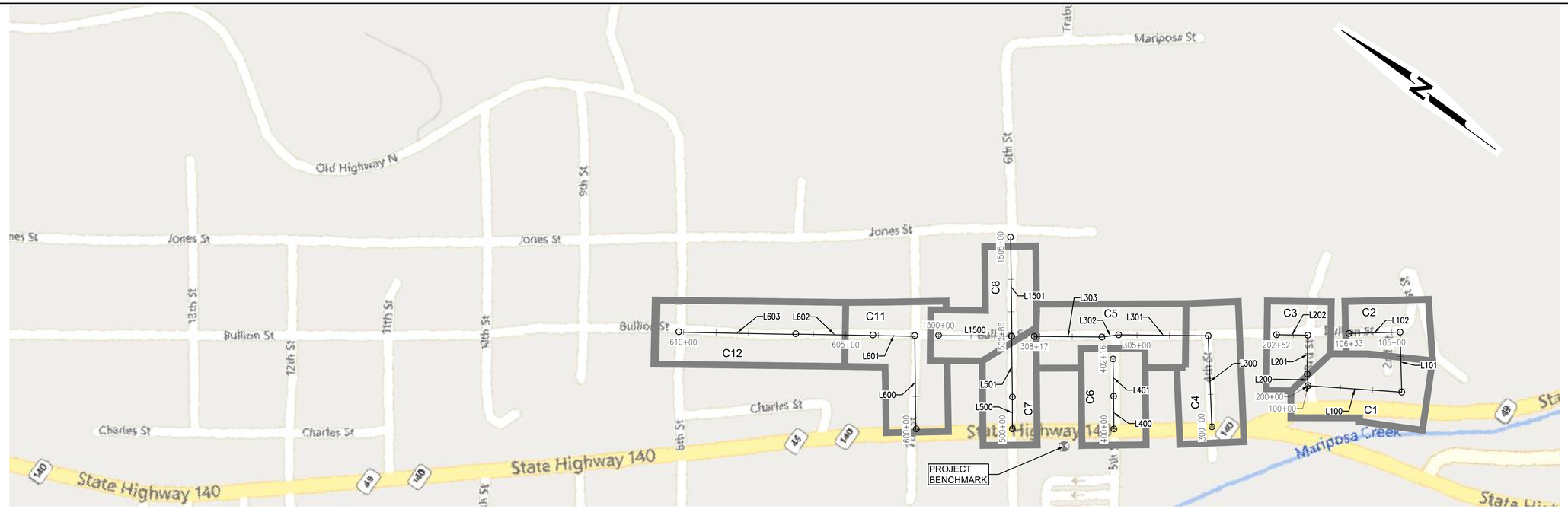
NOTES, LEGENDS, AND ABBREVIATIONS

DRAWING G2

SHEET 2 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\G1.DWG | Layout: G2 | Printed Sep 30, 2021 @ 6:11pm | ©KW 22.0s (LMS Tech)



		(FT)	DIRECTION	END
L200	200+00.00 N:1998844.23 E:6717422.97	36.14	N49° 59' 43.88"E	200+36.14 N:1998867.46 E:6717450.66
L201	200+36.14 N:1998867.46 E:6717450.66	119.83	N54° 41' 32.32"E	201+55.98 N:1998936.72 E:6717548.45
L202	201+55.98 N:1998936.72 E:6717548.45	96.21	N35° 18' 27.68"W	202+52.18 N:1999015.23 E:6717492.84

		(FT)	DIRECTION	END
L300	300+00.00 N:1999008.94 E:6717146.07	280.67	N51° 36' 20.18"E	302+80.67 N:1999183.25 E:6717366.04
L301	302+80.67 N:1999183.25 E:6717366.04	275.75	N35° 26' 10.17"W	305+56.42 N:1999407.93 E:6717206.16
L302	305+56.42 N:1999407.93 E:6717206.16	52.50	N43° 34' 44.79"W	306+08.92 N:1999445.96 E:6717169.97
L303	306+08.92 N:1999445.96 E:6717169.97	208.19	N35° 32' 38.07"W	308+17.11 N:1999615.36 E:6717048.94

		(FT)	DIRECTION	END
L400	400+00.00 N:1999248.98 E:6716962.84	100.79	N53° 23' 25.24"E	401+00.79 N:1999309.09 E:6717043.75
L401	401+00.79 N:1999309.09 E:6717043.75	114.75	N53° 04' 08.00"E	402+15.54 N:1999378.04 E:6717135.48

		(FT)	DIRECTION	END
L500	500+00.00 N:1999501.80 E:6716778.61	98.33	N53° 57' 20.07"E	500+98.33 N:1999559.66 E:6716858.11
L501	500+98.33 N:1999559.66 E:6716858.11	187.70	N53° 11' 22.22"E	502+86.03 N:1999672.13 E:6717008.39

		(FT)	DIRECTION	END
L600	600+00.00 N:1999740.98 E:6716604.23	287.96	N52° 57' 10.56"E	602+87.96 N:1999914.47 E:6716834.07
L601	602+87.96 N:1999914.47 E:6716834.07	128.78	N35° 12' 15.04"W	604+16.74 N:2000019.70 E:6716759.83
L602	604+16.74 N:2000019.70 E:6716759.83	237.90	N35° 12' 15.04"W	606+54.65 N:2000214.09 E:6716622.68
L603	606+54.65 N:2000214.09 E:6716622.68	360.42	N35° 10' 02.89"W	610+15.07 N:2000508.72 E:6716415.09

		(FT)	DIRECTION	END
L1500	1500+00.00 N:1999855.61 E:6716878.17	225.00	S35° 21' 45.44"E	1502+25.00 N:1999672.13 E:6717008.39
L1501	1502+25.00 N:1999672.13 E:6717008.39	305.36	N53° 14' 54.06"E	1505+30.36 N:1999854.84 E:6717253.05

		(FT)	DIRECTION	END
L100	100+00.00 N:1998844.23 E:6717422.97	289.52	S32° 08' 30.43"E	102+89.52 N:1998599.08 E:6717577.00
L101	102+89.52 N:1998599.08 E:6717577.00	185.29	N52° 19' 45.96"E	104+74.81 N:1998712.31 E:6717723.67
L102	104+74.81 N:1998712.31 E:6717723.67	157.73	N37° 32' 52.83"W	106+32.55 N:1998837.37 E:6717627.54

SURVEY CONTROL

HORIZONTAL DATUM
NORTH AMERICAN DATUM OF 1983 (NAD83).

COORDINATE SYSTEM
COORDINATES SHOWN HEREON ARE IN GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III.

VERTICAL DATUM
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

PROJECT BENCHMARK
U 668 (PID HR0496), BENCH MARK DISK, IN MARIPOSA, CA., ON HWY 140/49 AT ADDRESS 5027A.

ELEVATION = 1946.3 FEET (NAVD 88)

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Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO: PWEN-5536-2100
DESIGNED BY: DLD
DRAWN BY: ST, KW
CHECKED BY: FH DATE: 09/02/2021
DATE: 09/02/2021

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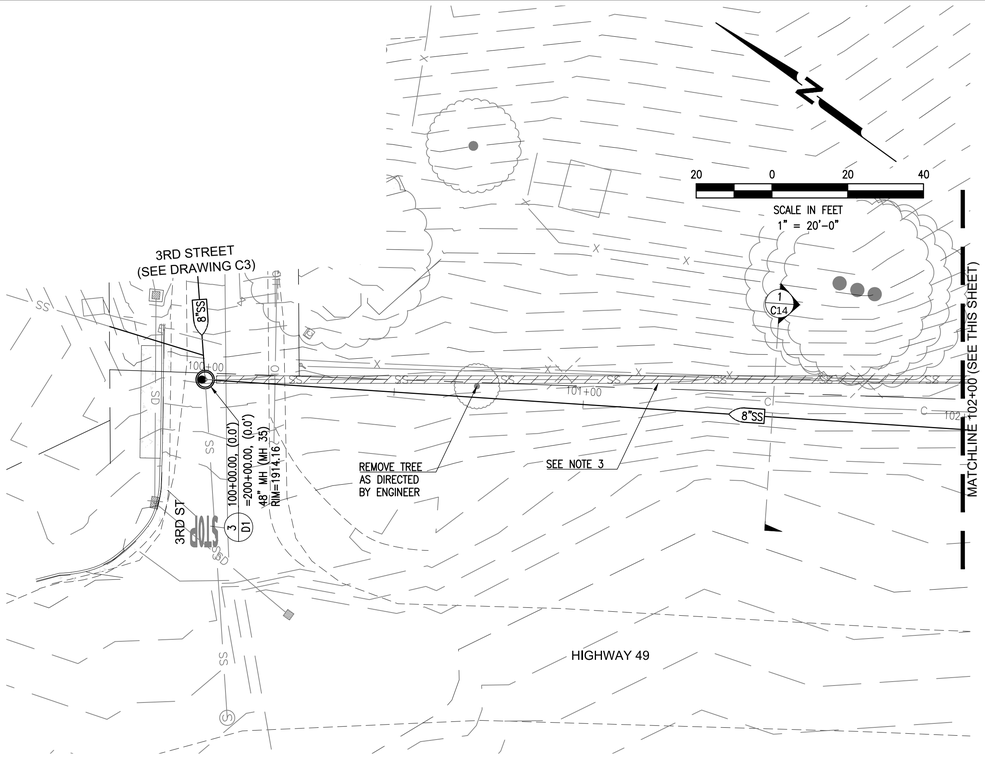
SHEET LAYOUT
AND
HORIZONTAL CONTROL

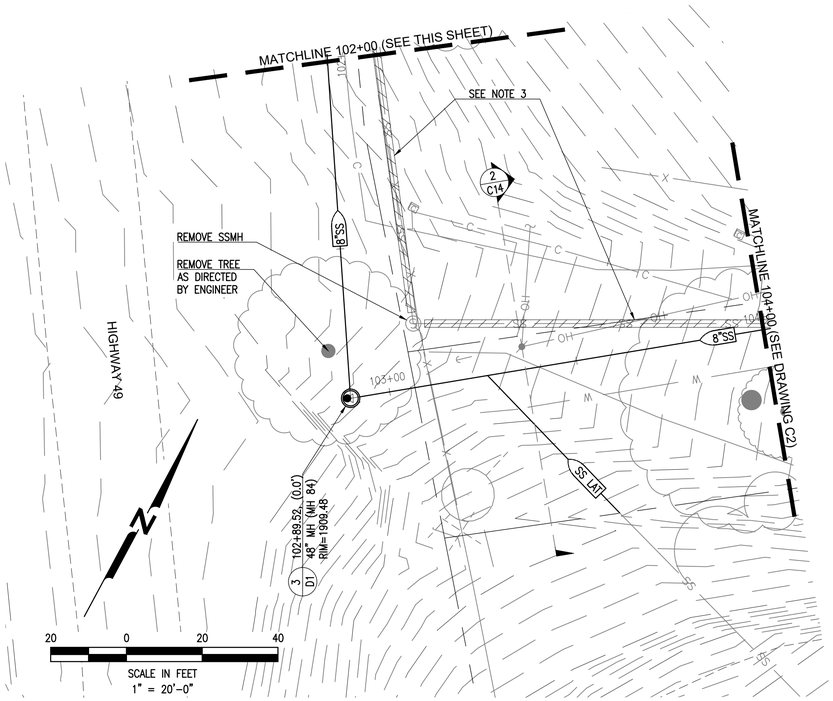
DRAWING
G3

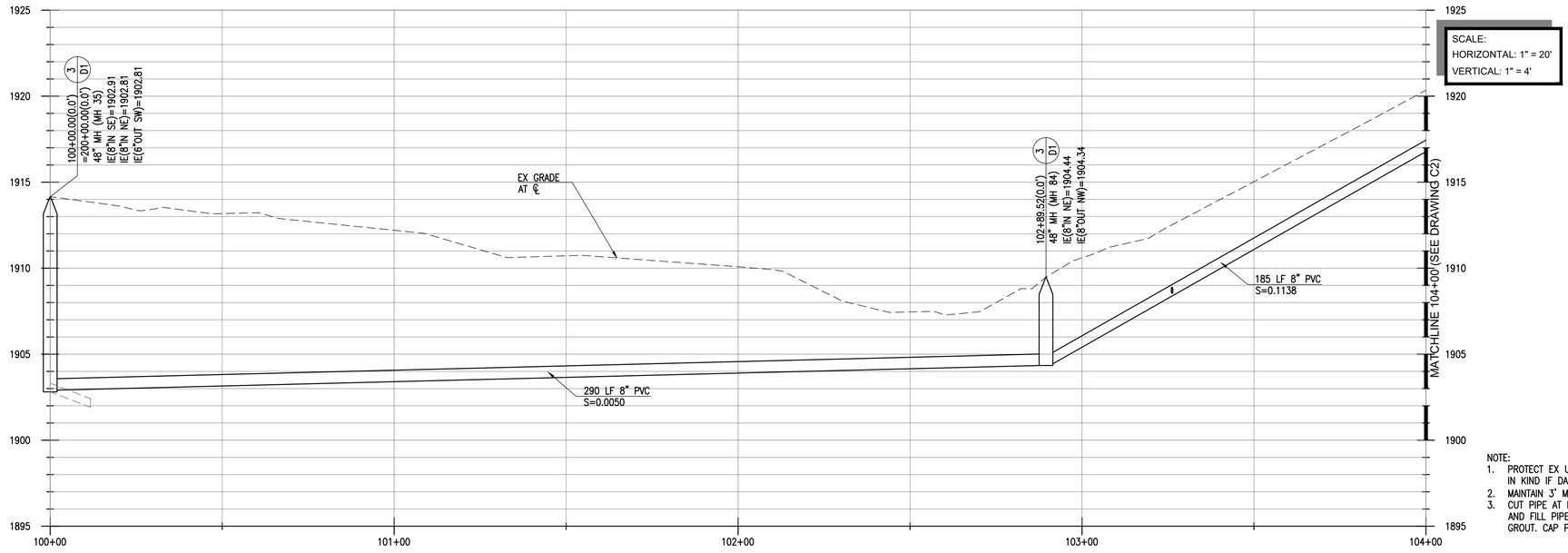
SHEET 3 OF 19

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\G3.DWG | Layout: G3 | Printed Sep 30, 2021 @ 4:55pm | ID:Kit 22.0s (LMS Tech)

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)







NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. CUT PIPE AT LEAST 3 FEET FROM MANHOLE CONNECTION AND FILL PIPE WITH MINIMUM 6 FEET ON BOTH ENDS WITH GROUT. CAP PIPE ENDS.

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Exp.9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY
EDA PROJECT

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SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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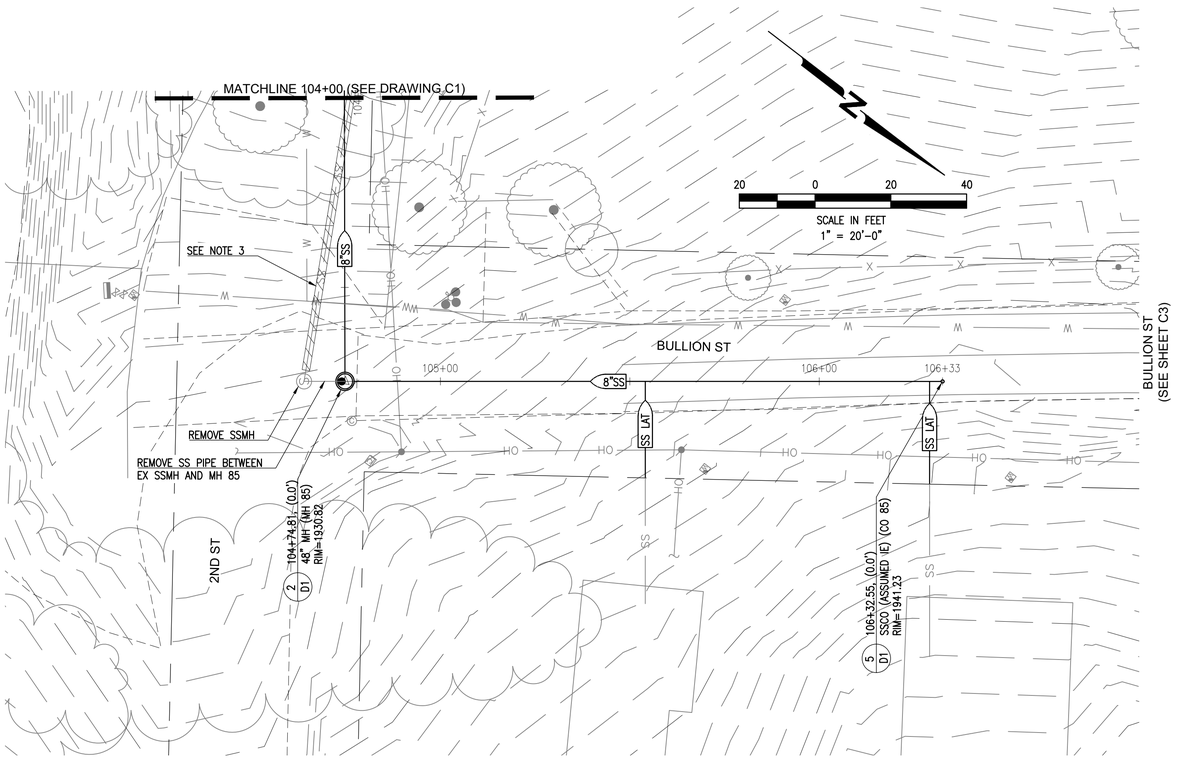
PLAN AND PROFILE
100+00 - 104+00
3RD ST AND 2ND ST
SEGMENT 1

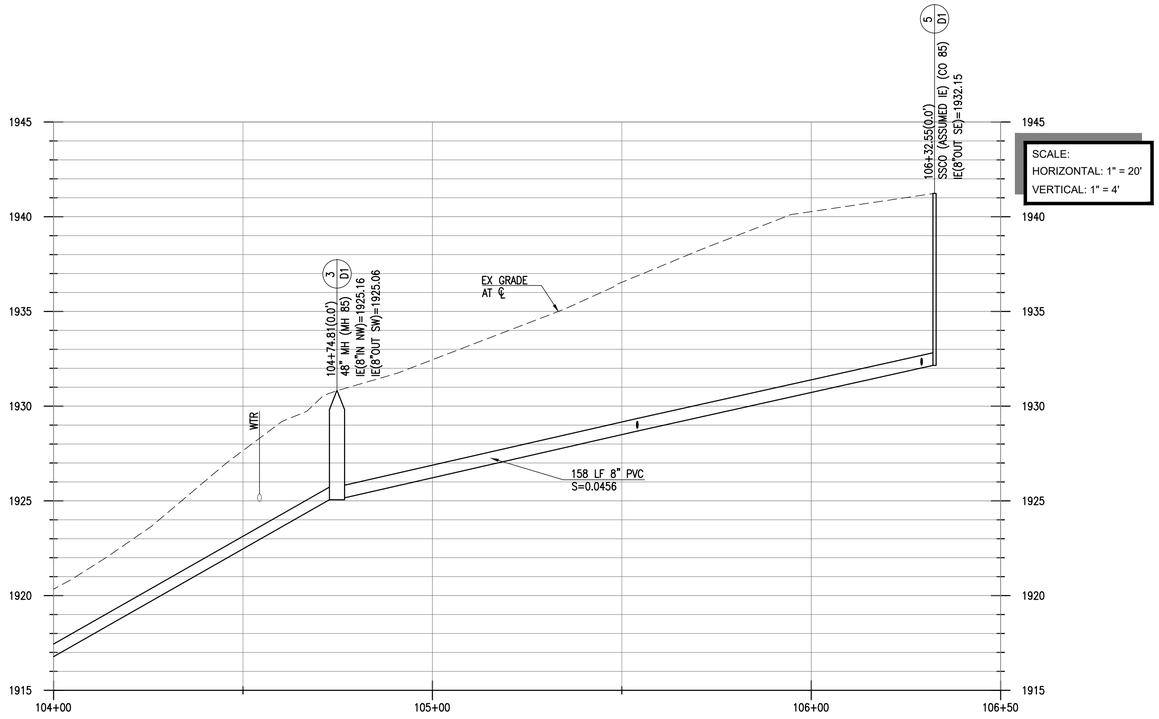
DRAWING
C1

SHEET 4 OF 19

Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

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NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. CUT PIPE AT LEAST 3 FEET FROM MANHOLE CONNECTION AND FILL PIPE WITH MINIMUM 6 FEET ON BOTH ENDS WITH GROUT. CAP PIPE ENDS.

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STATE OF CALIFORNIA
09/02/2021

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DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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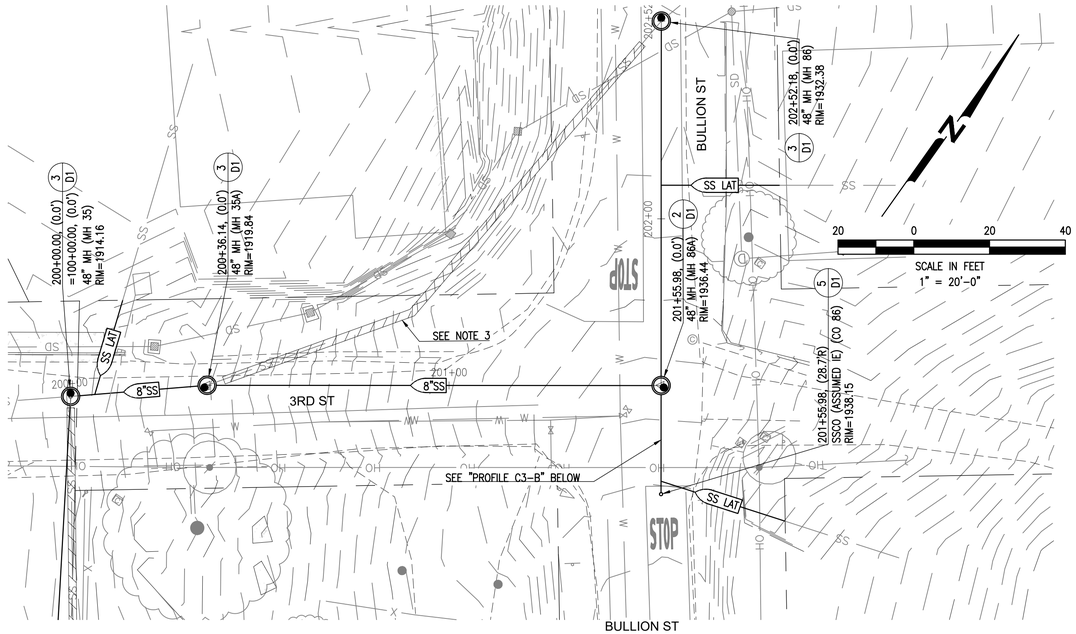
PLAN AND PROFILE
104+00 - 106+24
BULLION ST
SEGMENT 1

DRAWING
C2

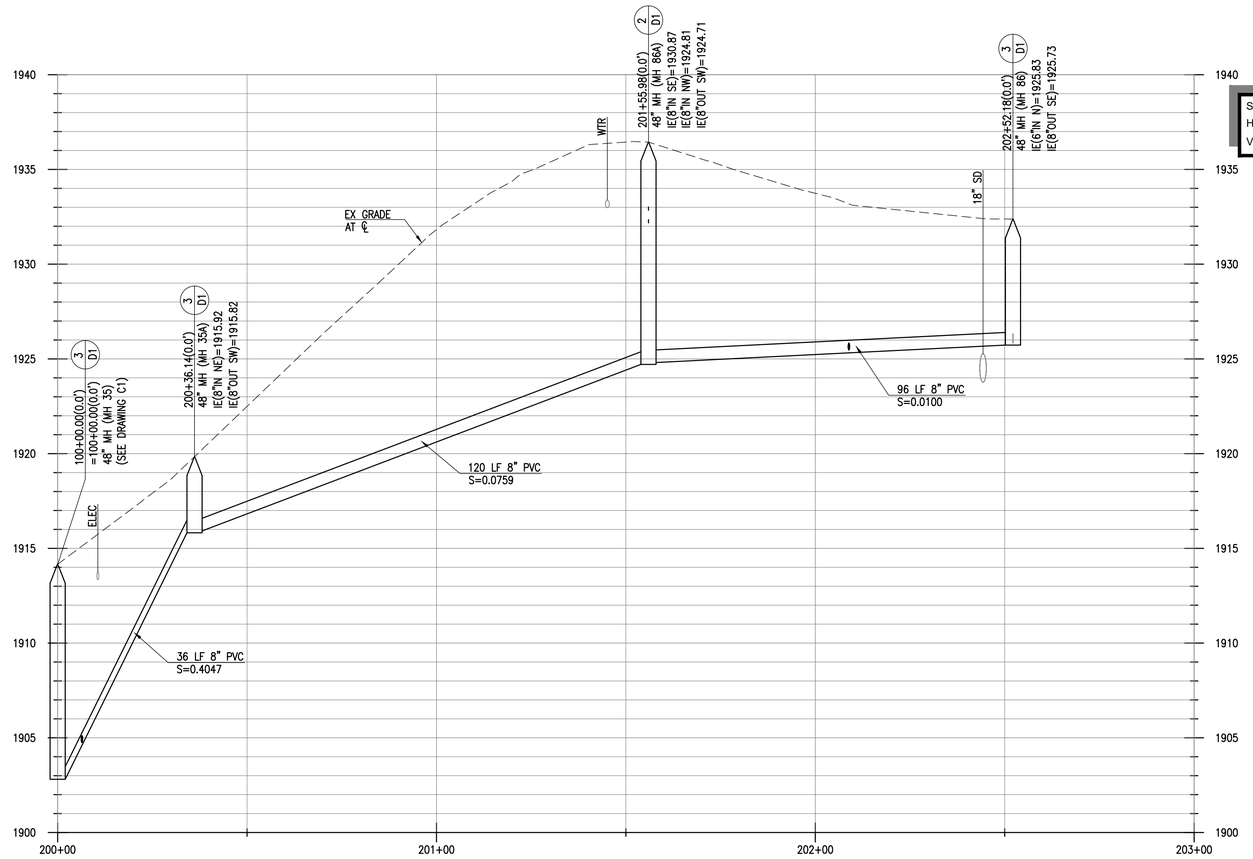
SHEET 5 OF 19

Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

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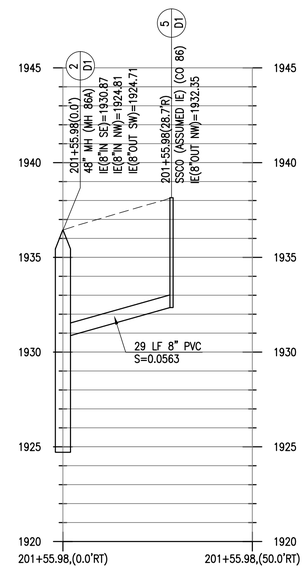


BULLION ST
(SEE SHEET C3)



SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 4'

PROFILE C3-B



NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. CUT PIPE AT LEAST 3 FEET FROM MANHOLE CONNECTION AND FILL PIPE WITH MINIMUM 6 FEET ON BOTH ENDS WITH GROUT. CAP PIPE ENDS.

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CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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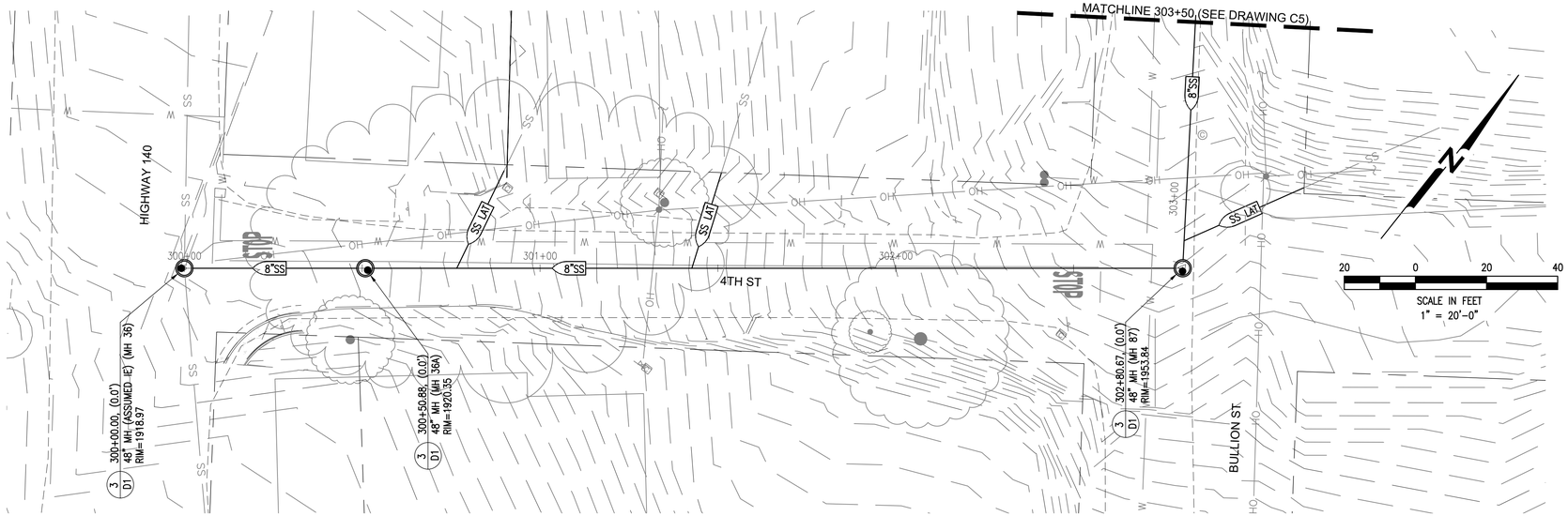
PLAN AND PROFILE
200+00 - 202+52
3RD ST AND BULLION ST
SEGMENT 2

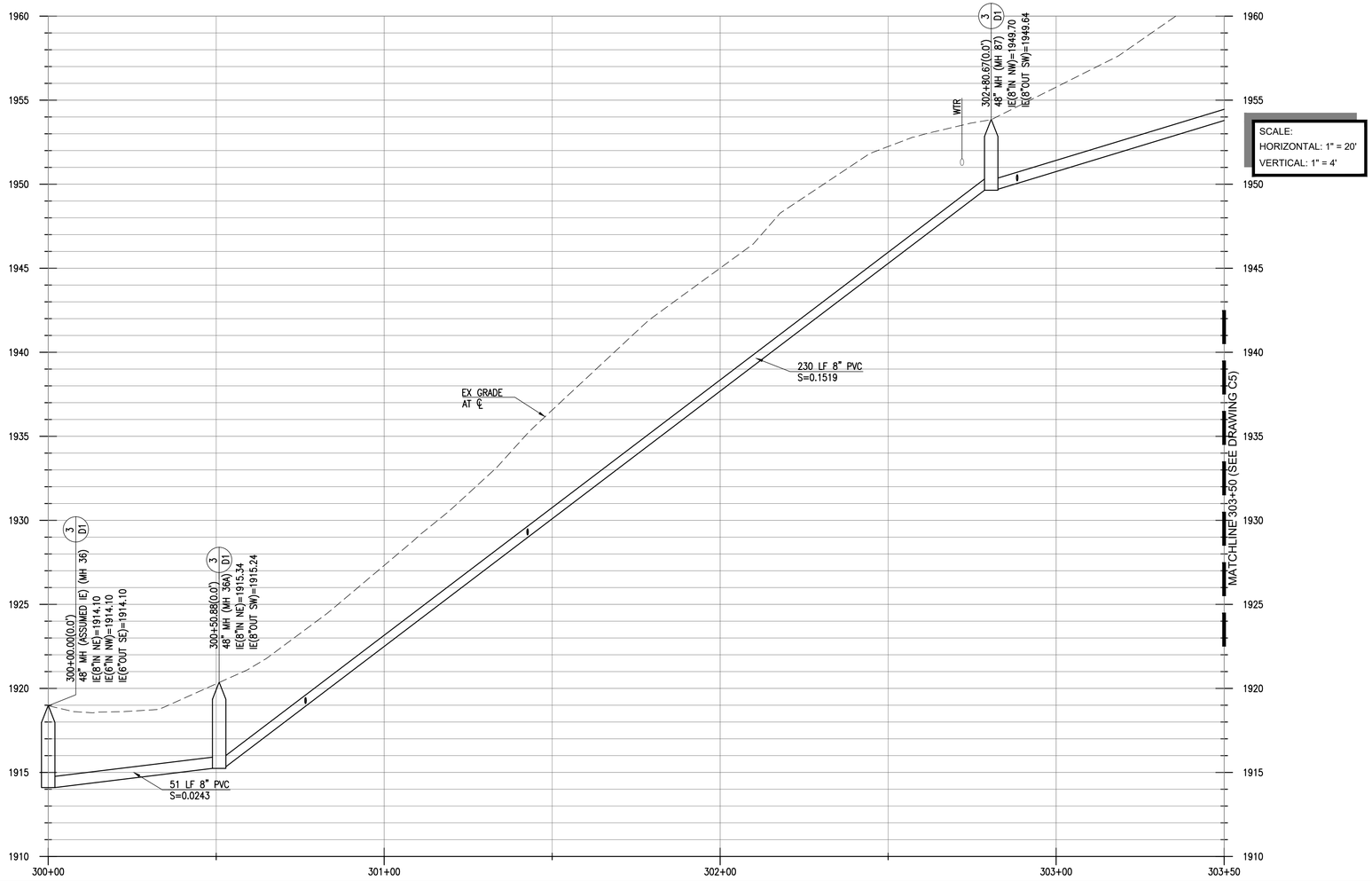
DRAWING
C3

SHEET 6 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C1-C3.DWG | Layout: C3 | Printed Sep 30, 2021 @ 5:02pm | (0.KW.22.0s (LMS Tech)





NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 87 (302+81 TO 308+50).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.
5. FOR WATER LINE NEAR MH 87, NO SANITARY SEWER JOINTS SHALL BE LOCATED ABOVE WATER MAIN.

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DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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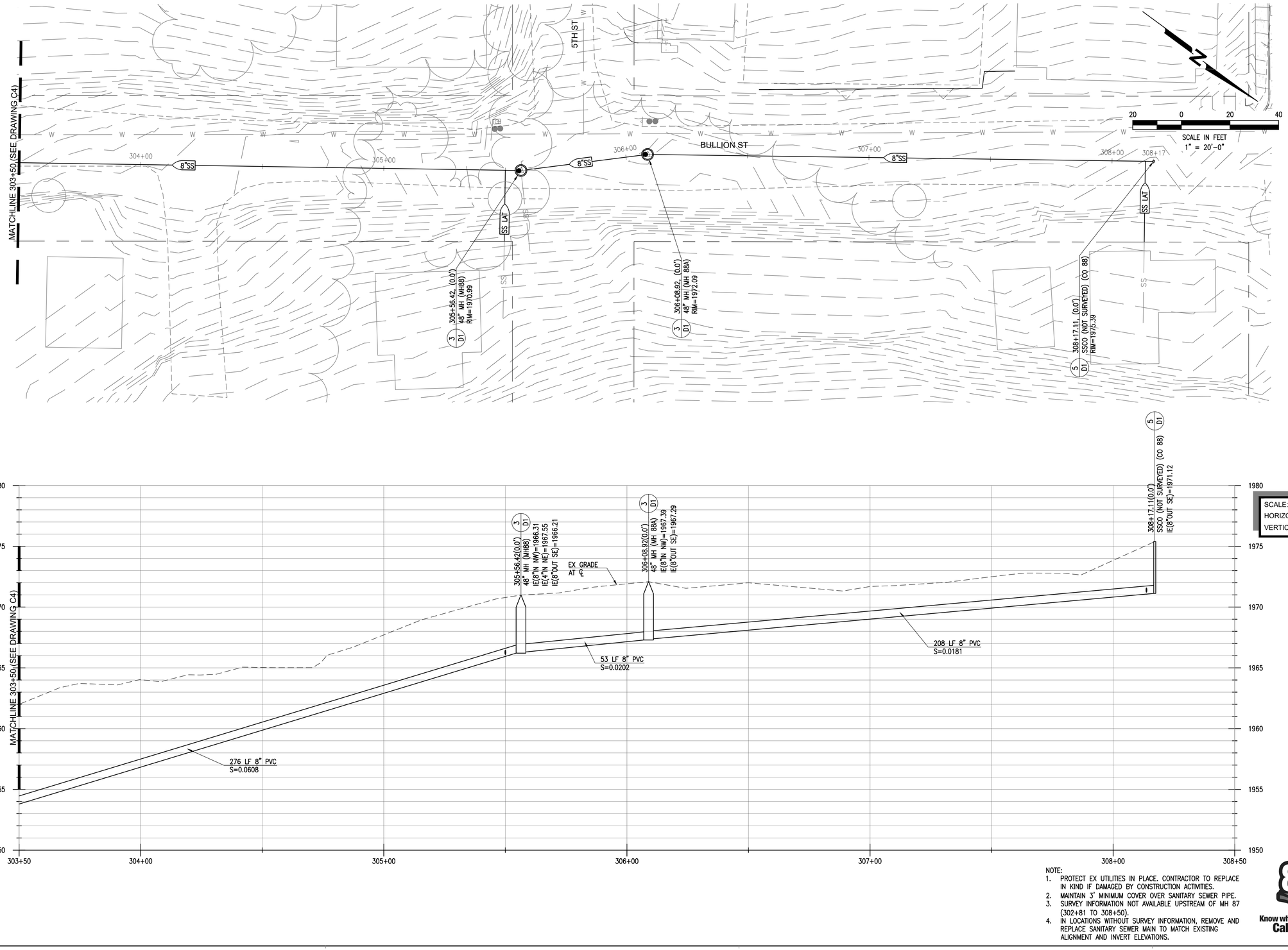
PLAN AND PROFILE
300+00 - 303+50
4TH ST AND BULLION ST
SEGMENT 3

DRAWING
C4

SHEET 7 OF 19

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C4-C5.DWG | Layout: C4 | Printed Sep 30, 2021 @ 5:09pm | ID:KW.22.0s (LMS Tech)

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)



NOTE:
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2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
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4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.

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SHEET TITLE

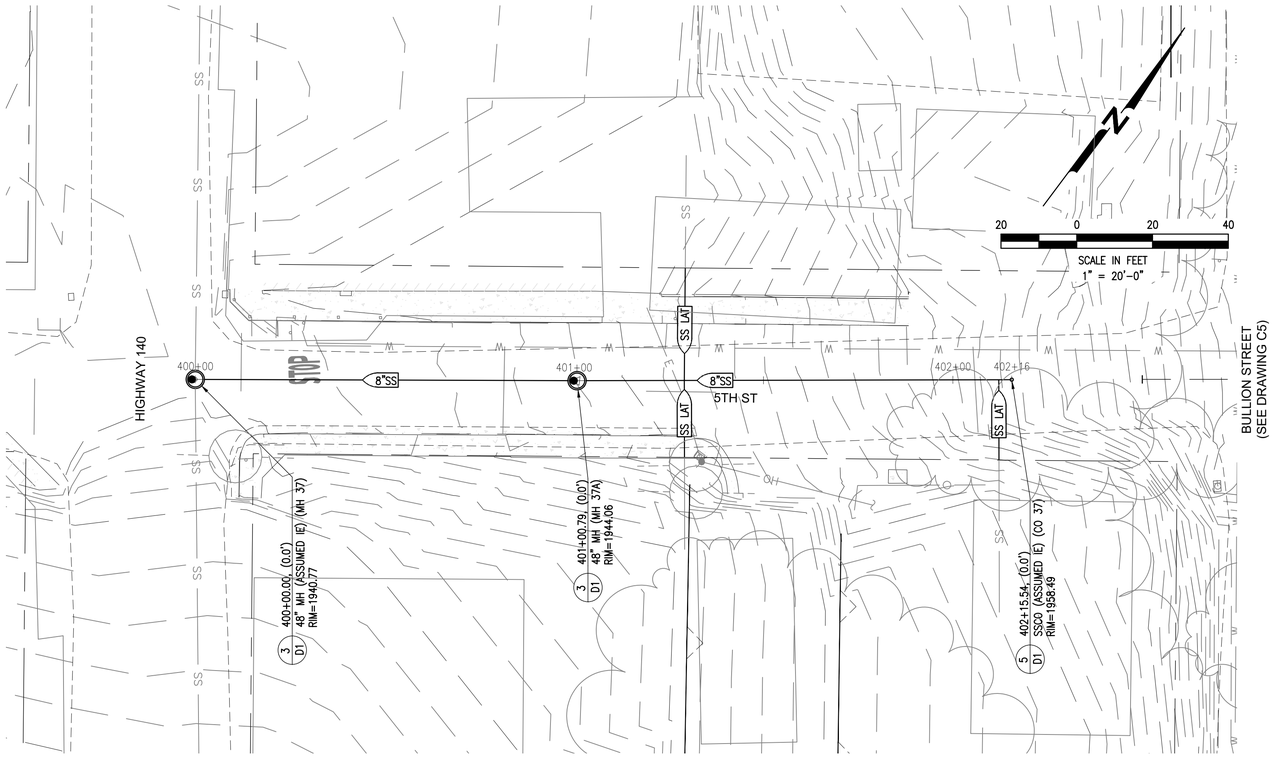
PLAN AND PROFILE
303+50 - 308+17
BULLION ST
SEGMENT 3

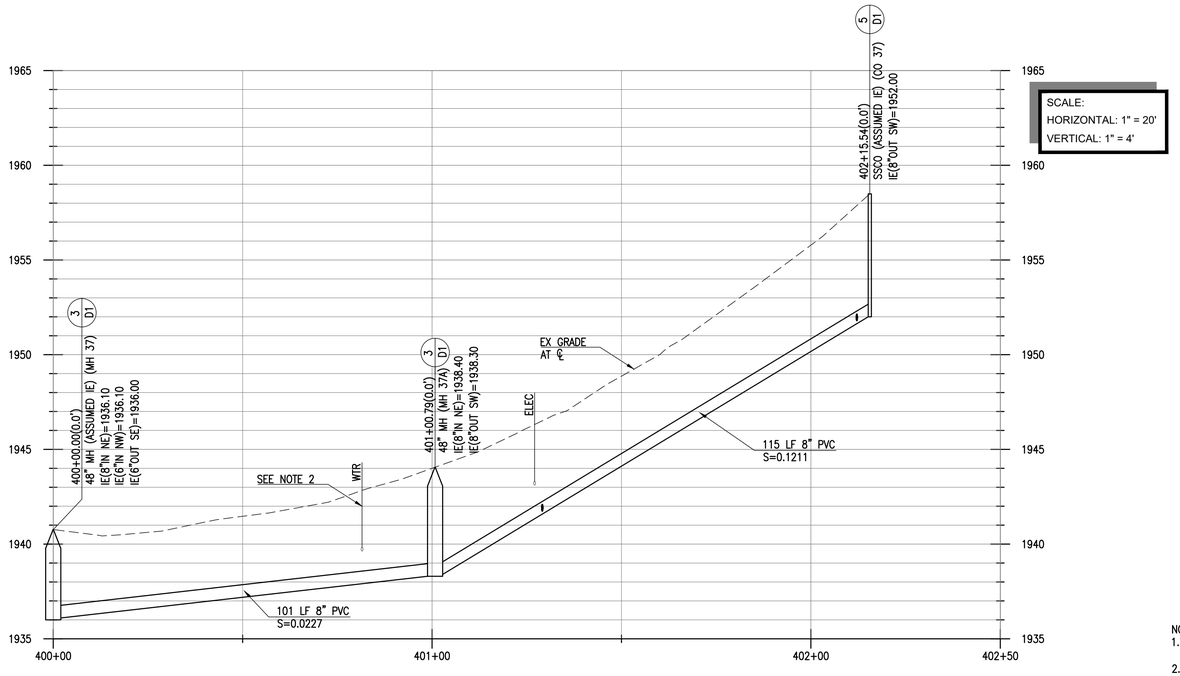
DRAWING
C5

SHEET 8 OF 19

File: C:\Users\KWilliams\appdata\local\temp\AcePublish_17952\C4-C5.DWG | Layout: C5 | Printed Sep 30, 2021 @ 5:09pm | (0.KW.22.0s (LMS Tech)

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)





NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. FOR THE WATER LINE LOCATED NEAR MH 37A, DO NOT PLACE SANITARY SEWER PIPE JOINT OVER WATER LINE.

811 Know what's below. Call before you dig.

NCE
8795 Folsom Blvd., Suite 250
Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD

REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

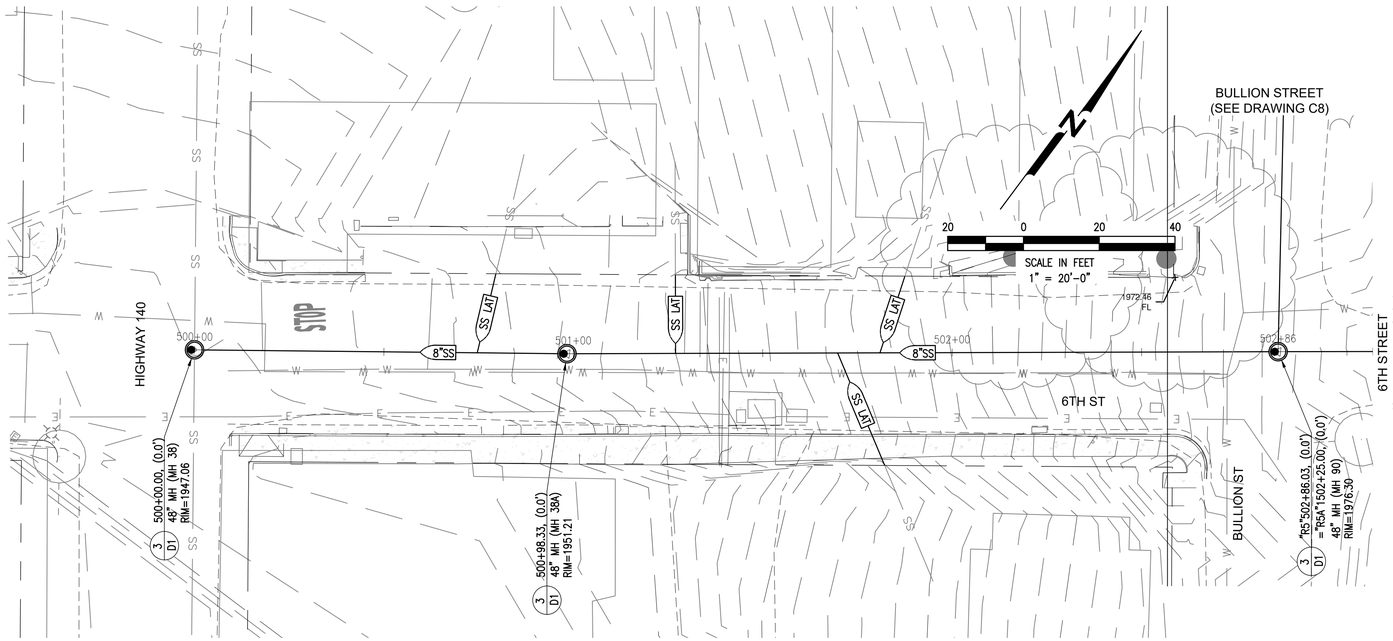
PLAN AND PROFILE
400+00 - 402+16
5TH ST
SEGMENT 4

DRAWING
C6

SHEET 9 OF 19

Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\Opposite\Local\Temp\AcPublish_17992\C6-C7.dwg | Layout: C6 | Printed Sep 30, 2021 @ 5:13pm | ID:KW.22.0s (LMS Tech)



NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 90 (502+86 TO 512+00).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.

811 Know what's below. Call before you dig.

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DEANA L. DONOHUE
C68385
Exp.9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

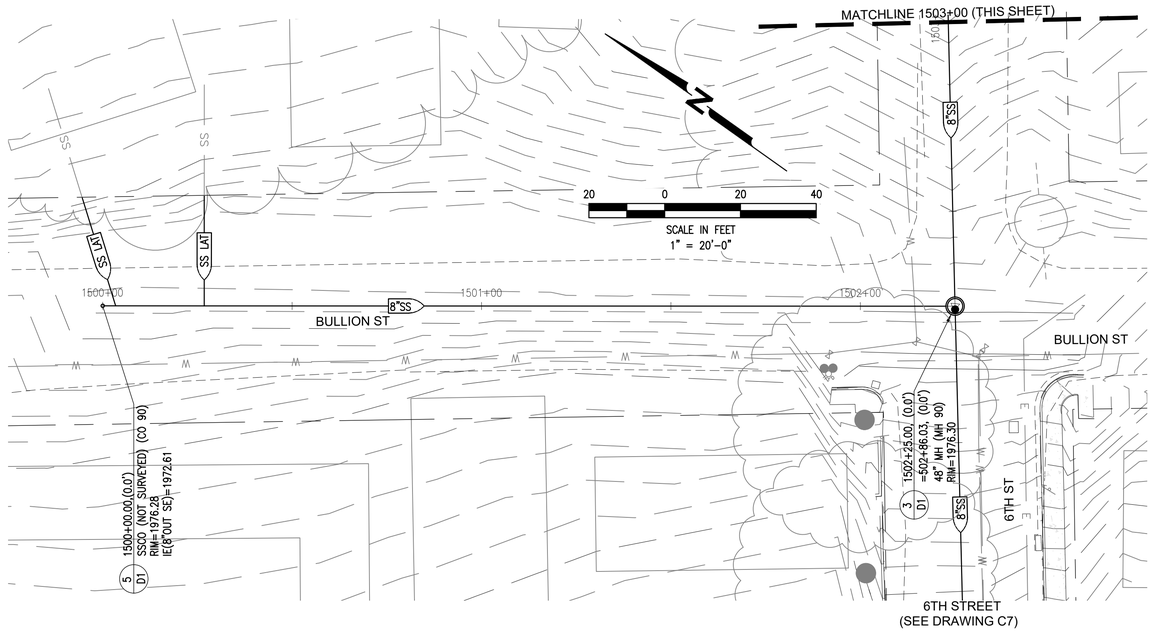
PLAN AND PROFILE
500+00 - 502+86
6TH ST
SEGMENT 5

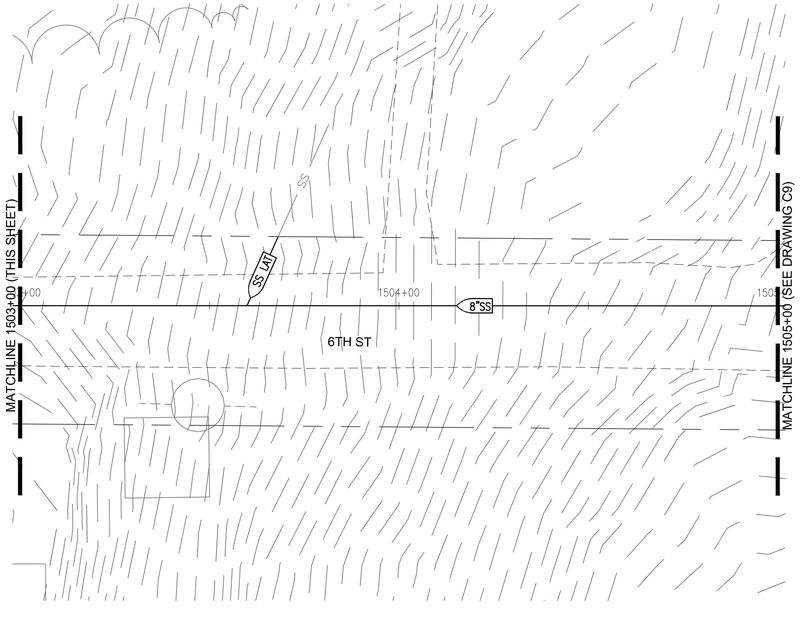
DRAWING
C7

SHEET 10 OF 19

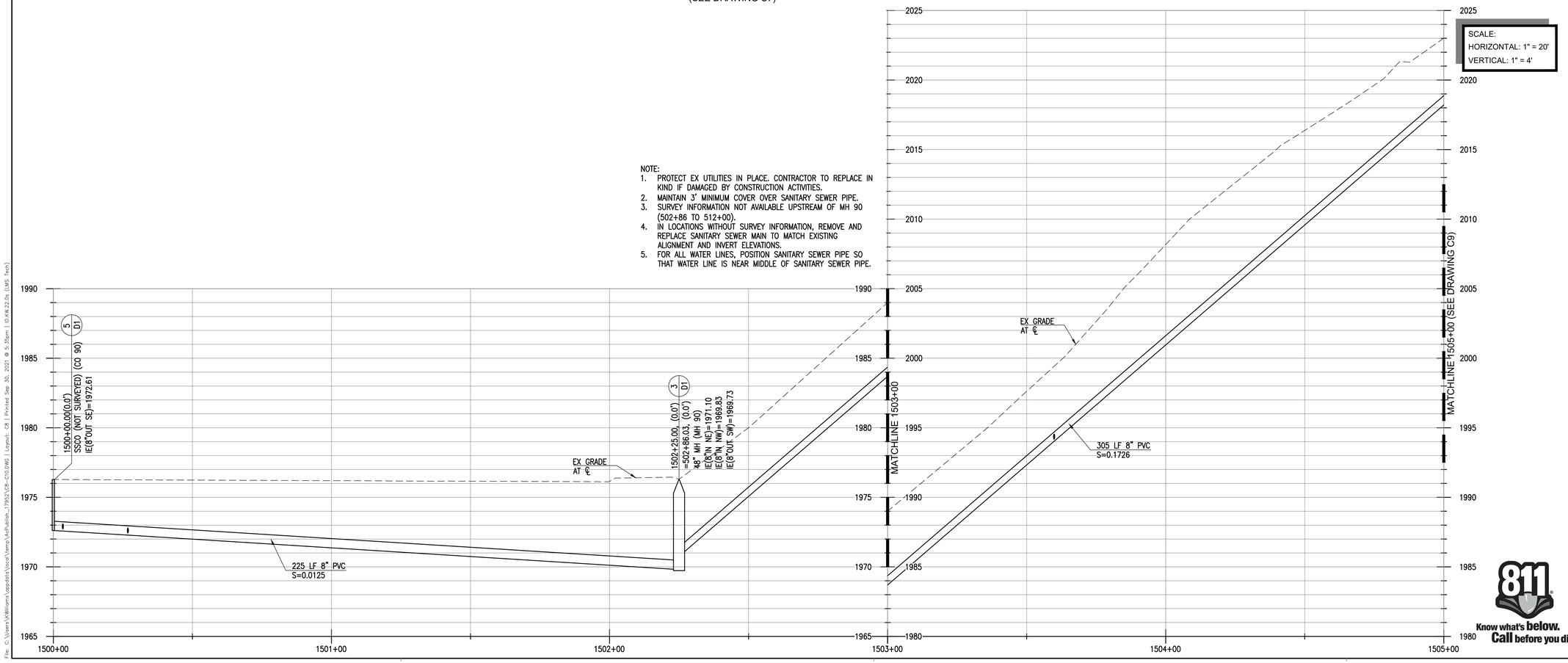
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Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)





NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 90 (502+86 TO 512+00).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.
5. FOR ALL WATER LINES, POSITION SANITARY SEWER PIPE SO THAT WATER LINE IS NEAR MIDDLE OF SANITARY SEWER PIPE.



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REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

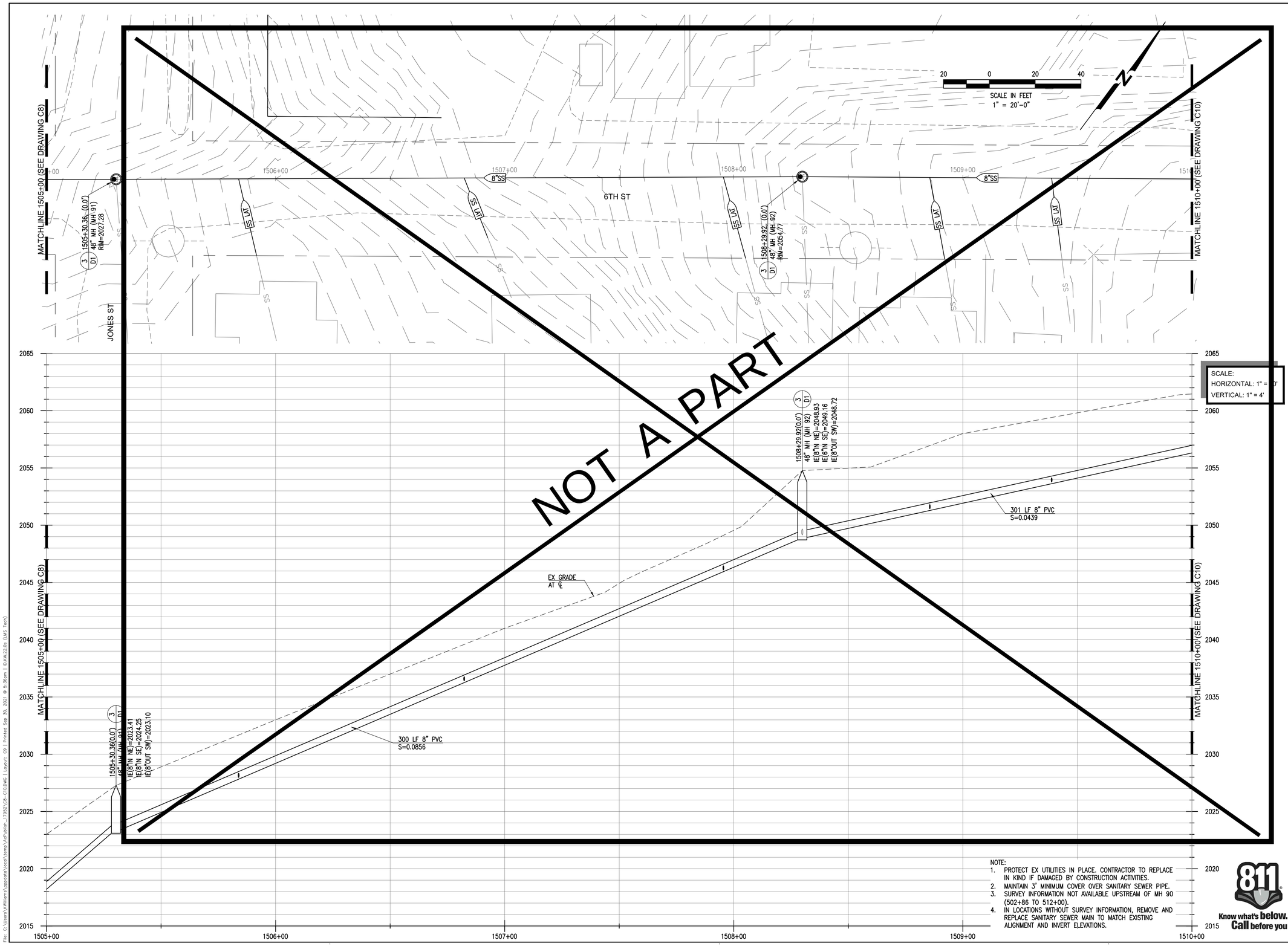
PLAN AND PROFILE
1500+00 - 1505+00
BULLION ST AND 6TH ST
SEGMENT 5A

DRAWING
C8

SHEET 11 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C8-C10.DWG | Layout: C8 | Printed Sep 30, 2021 @ 5:35pm | ID:KW.22.0a (LMS Tech)



NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 90 (502+86 TO 512+00).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.

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Exp.9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

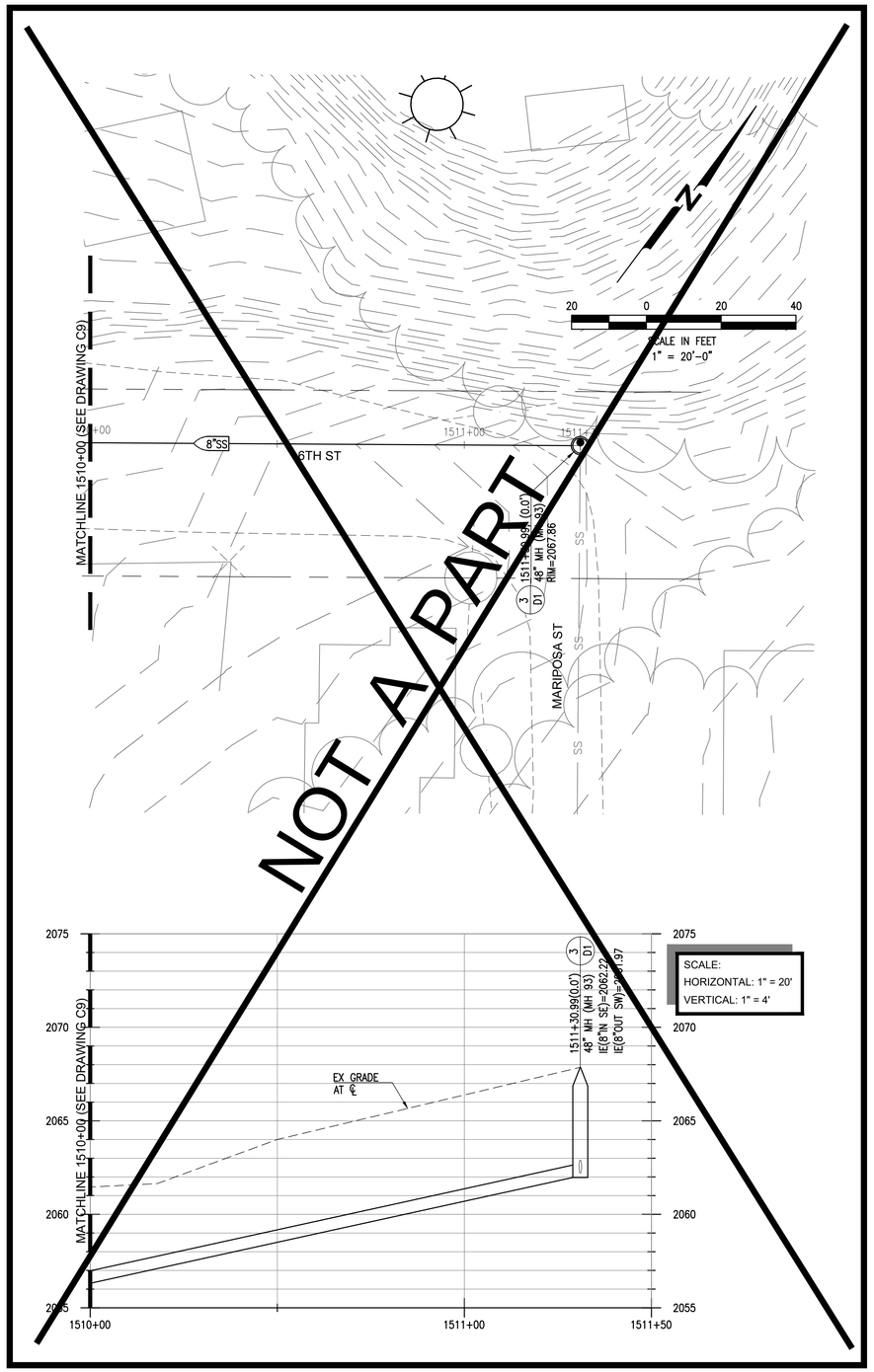
PLAN AND PROFILE
1505+00 - 1510+00
6TH ST
SEGMENT 5A

DRAWING
C9

SHEET 12 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C8-C10.DWG | Layout: C9 | Printed Sep 30, 2021 @ 5:36pm | ID KW 22.0s (LMS Tech)



NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 90 (502+86 TO 512+00).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.

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STATE OF CALIFORNIA

09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

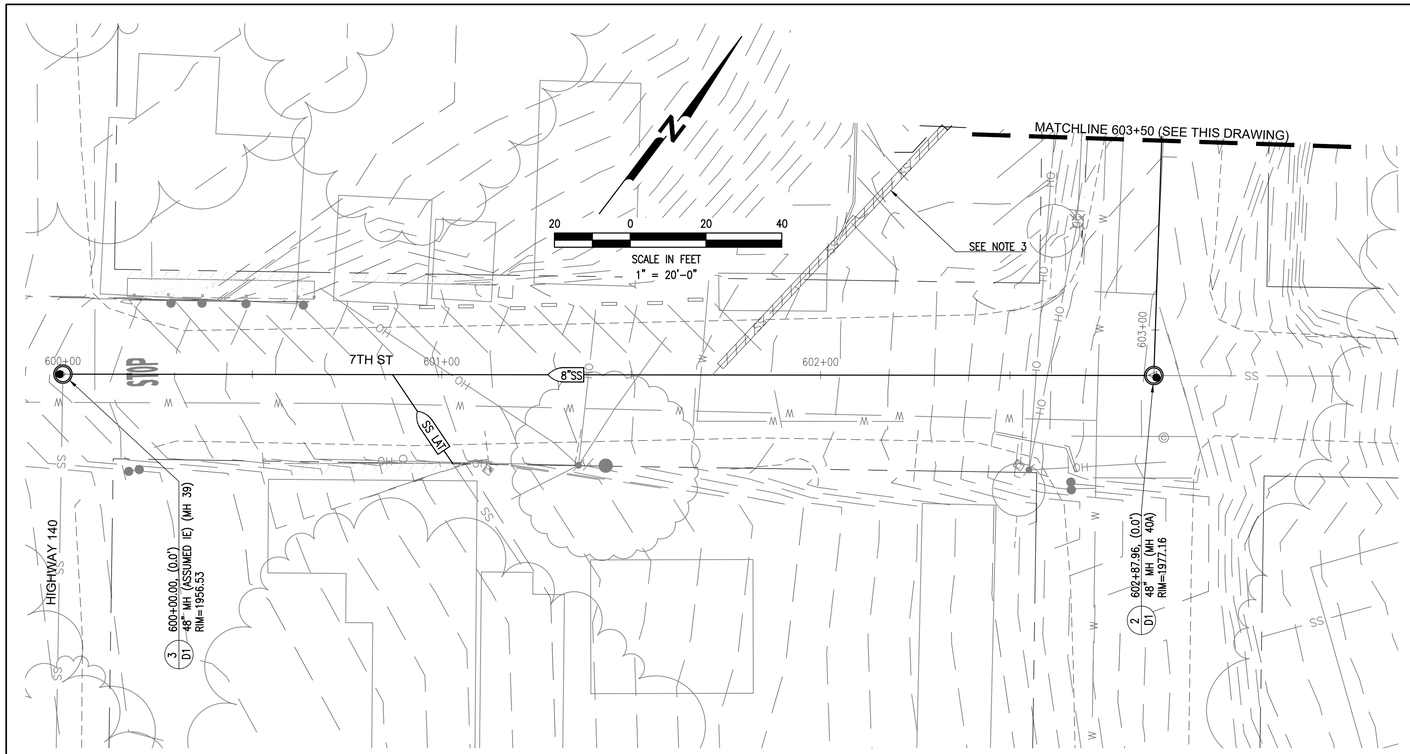
PLAN AND PROFILE
1510+00 - 1511+31
6TH ST
SEGMENT 5A

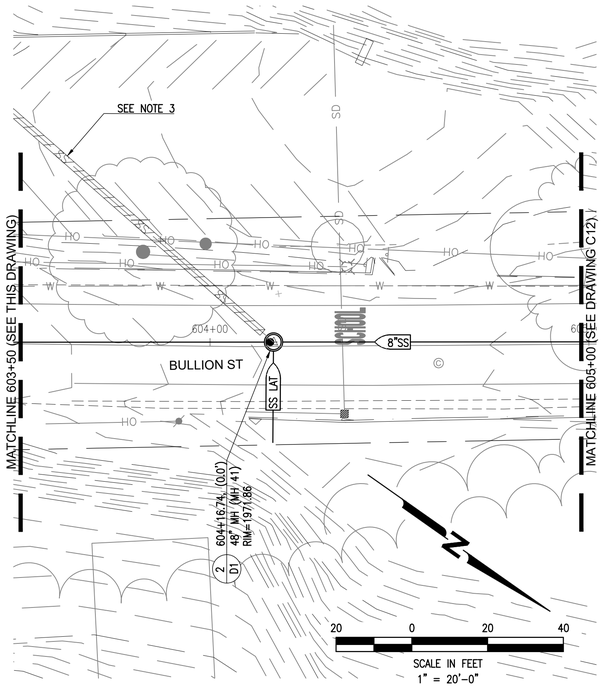
DRAWING
C10

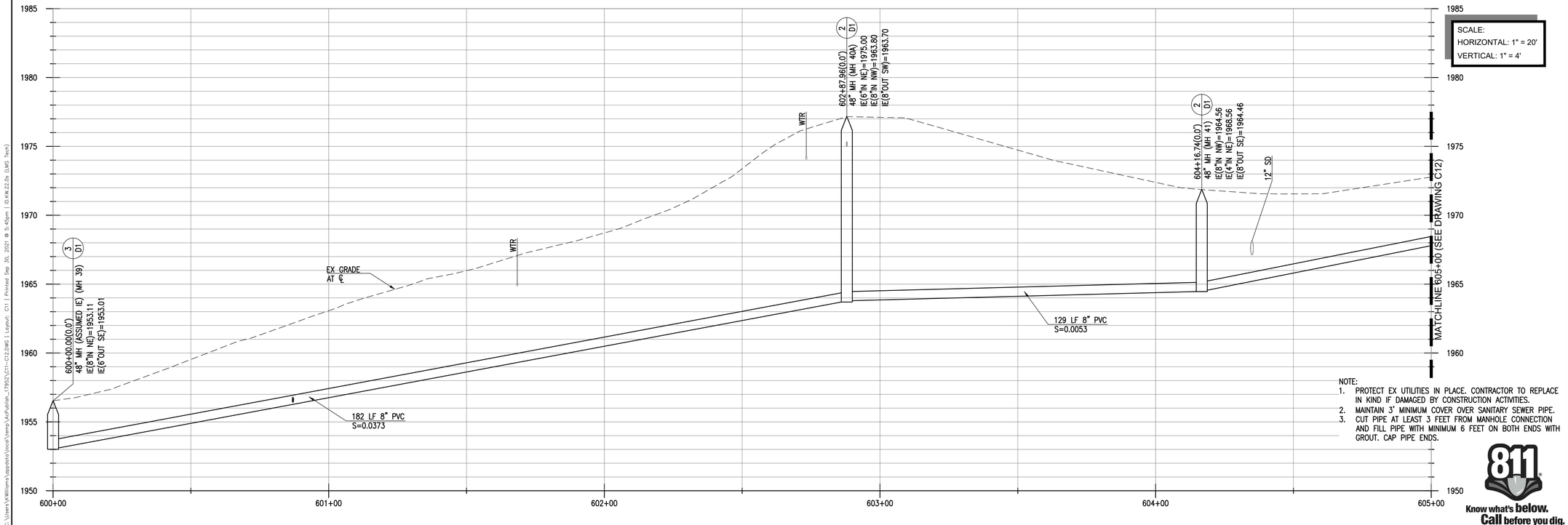
SHEET 13 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\Appdata\Local\Temp\AcPublish_179924\C3d-C10.DWG | Layout: C10 | Printed Sep 30, 2021 @ 5:36pm | ID.KW.22.0a (LMS Tech)







SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 4'

NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. CUT PIPE AT LEAST 3 FEET FROM MANHOLE CONNECTION AND FILL PIPE WITH MINIMUM 6 FEET ON BOTH ENDS WITH GROUT. CAP PIPE ENDS.

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Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD

REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO: PWEN-5536-2100
DESIGNED BY: DLD
DRAWN BY: ST, KW
CHECKED BY: FH DATE: 09/02/2021
DATE: 09/02/2021

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SHEET TITLE

PLAN AND PROFILE
600+00 - 605+00
7TH ST AND BULLION ST
SEGMENT 6

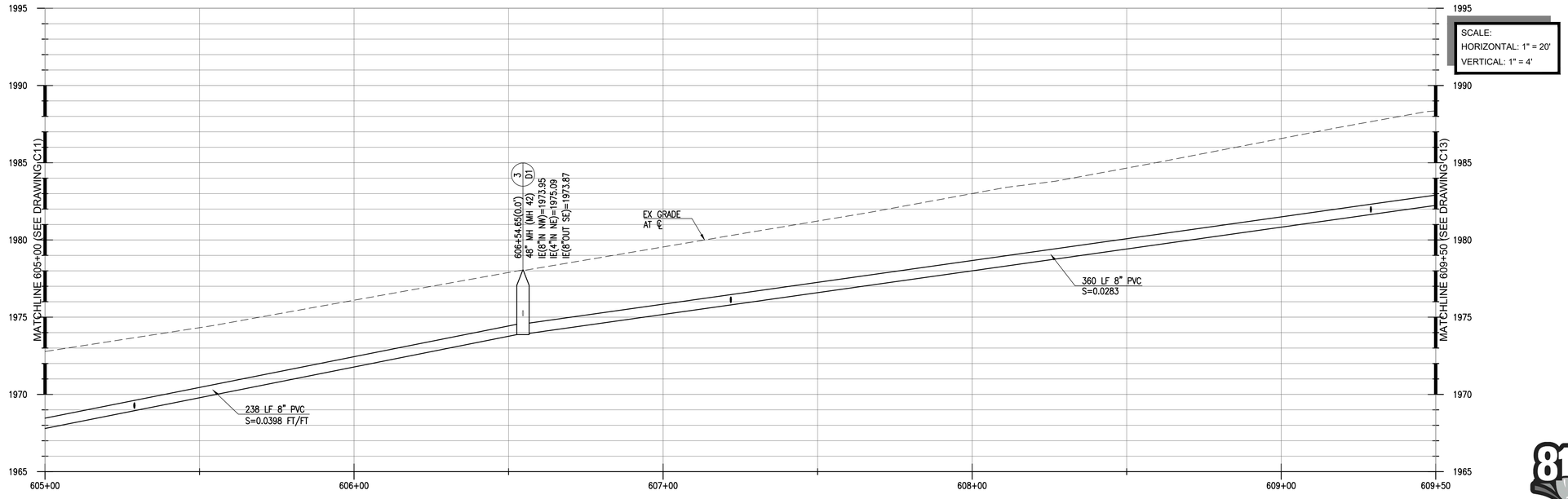
DRAWING
C11

SHEET 14 OF 19

File: C:\Users\KWilliams\Upgrade\Local\Temp\AcPublish_17952\C11-C12.DWG | Layout: C11 | Printed Sep 30, 2021 @ 5:45pm | ID:KW.22.0a (LMS Tech)

Attachment: Downtown Revitalization Plans (RES.2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)





NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.

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(916) 388-5655 * Fax (916) 388-5676

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C68385
Exp.9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

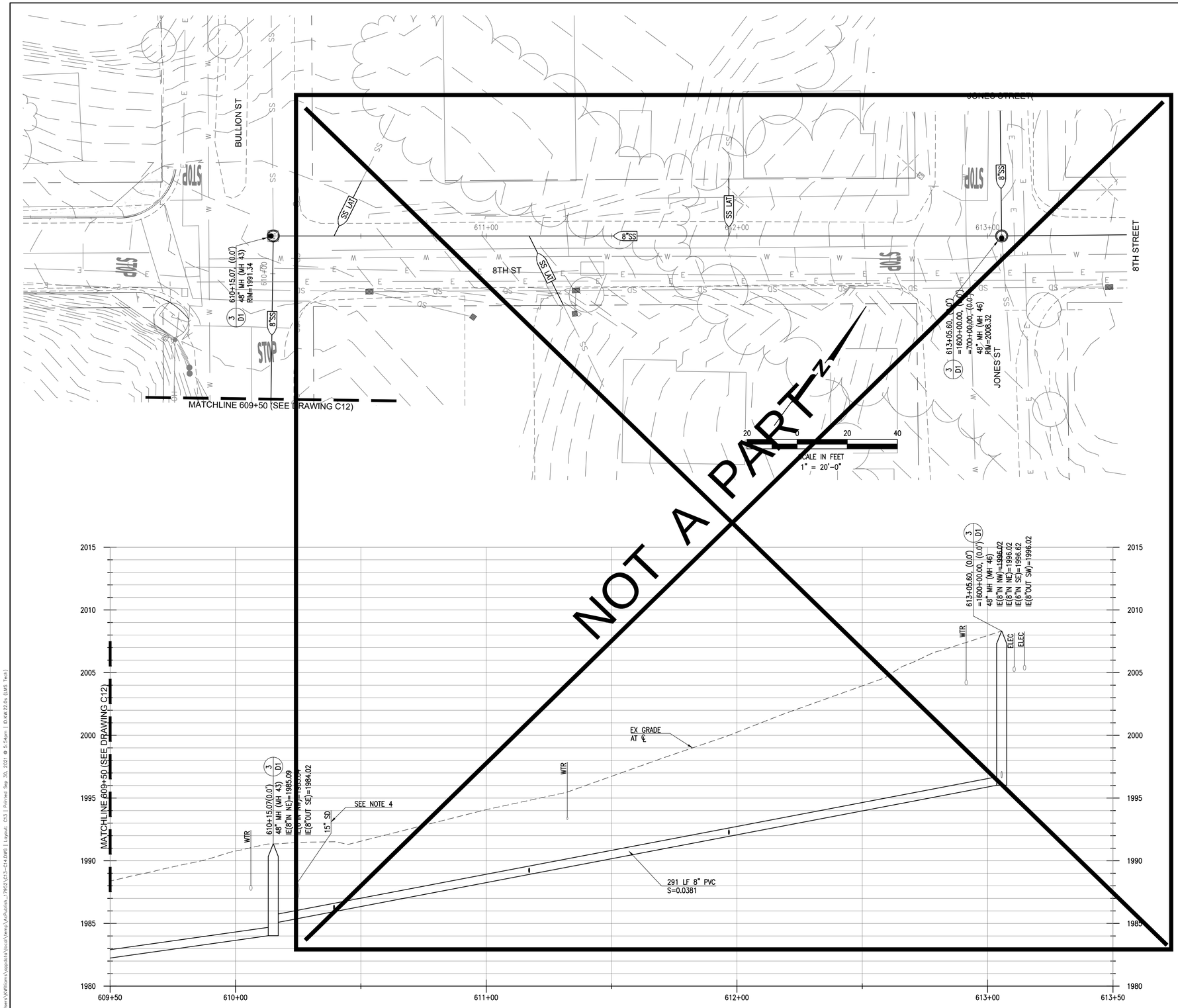
PLAN AND PROFILE
605+00 - 609+50
BULLION ST
SEGMENT 6

DRAWING
C12

SHEET 15 OF 19

Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17992\C11--C12.DWG | Layout: C12 | Printed Sep 30, 2021 @ 5:45pm | ID:KW.22.0a (LMS Tech)



SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 4'

NOTE:
1. PROTECT EX UTILITIES IN PLACE. CONTRACTOR TO REPLACE IN KIND IF DAMAGED BY CONSTRUCTION ACTIVITIES.
2. MAINTAIN 3' MINIMUM COVER OVER SANITARY SEWER PIPE.
3. SURVEY INFORMATION NOT AVAILABLE UPSTREAM OF MH 46 (612+37 TO 616+00).
4. IN LOCATIONS WITHOUT SURVEY INFORMATION, REMOVE AND REPLACE SANITARY SEWER MAIN TO MATCH EXISTING ALIGNMENT AND INVERT ELEVATIONS.
5. FOR 15 INCH STORM DRAIN PIPE, POSITION SANITARY SEWER PIPE SO THAT STORM DRAIN IS LOCATION NEAR THE MIDDLE OF THE SANITARY SEWER PIPE.

Know what's below. Call before you dig.

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Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

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DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1 SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

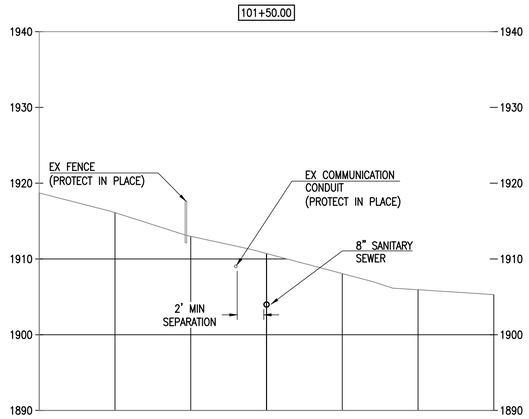
PLAN AND PROFILE
609+50 - 613+06
8TH ST
SEGMENT 6

DRAWING
C13

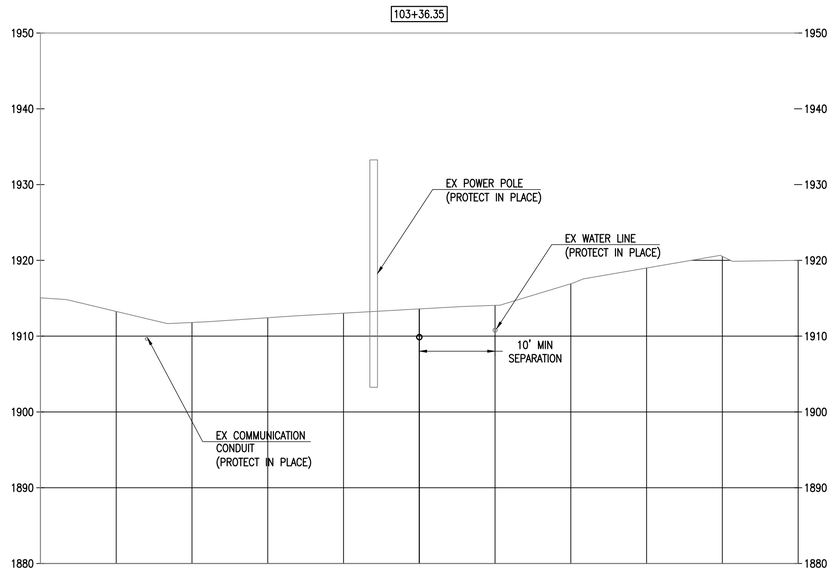
SHEET 16 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C13-C14.DWG | Layout: C13 | Printed Sep 30, 2021 @ 5:54pm | 10.KW.22.0s (LMS Tech)



1 SEGMENT 1 – 101+50
1"=10'



2 SEGMENT 1 – 103+36
1"=10'

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C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

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SHEET TITLE

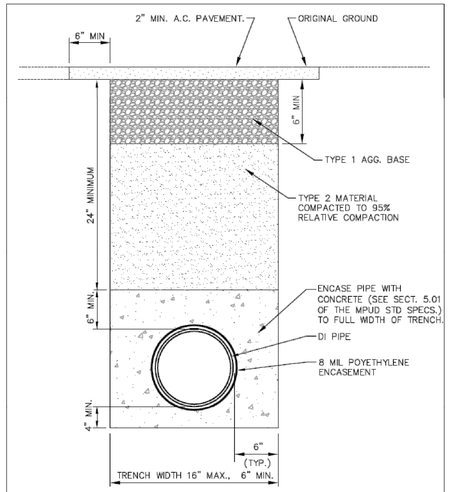
CROSS SECTIONS

DRAWING
C14

SHEET 17 OF 19

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\C18.dwg | Layout: C18 | Printed Sep 30, 2021 @ 6:08pm | ID:KW.22.0a (LMS Tech)

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

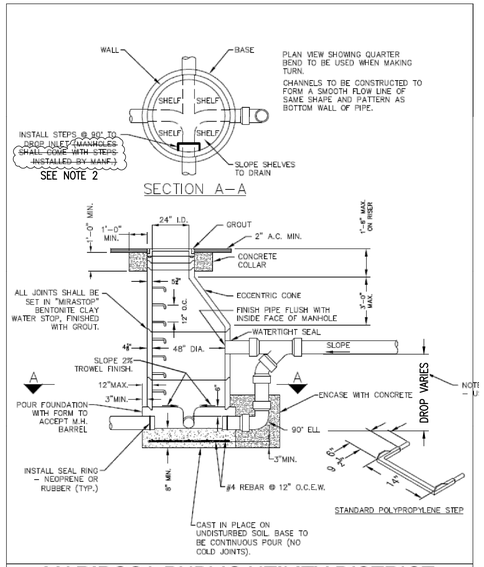


MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	TYP. TRENCH SECTION OF CONC. ENCASED PIPE	1

-37-

1/D1 TYPICAL TRENCH SECTION OF CONCRETE ENCASED PIPE
NTS



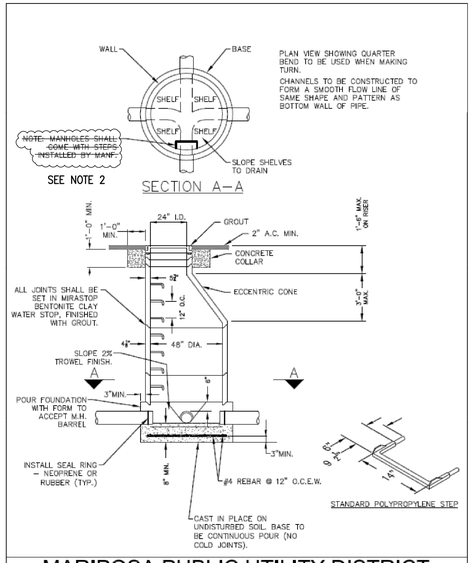
MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	STANDARD DROP MANHOLE	4

-40-

NOTE:
1. MANHOLE STEPS SHALL BE NEENAH R1981J OR APPROVED EQUAL, 16 INCH ON CENTER AND ORANGE COLOR.
2. MANHOLE STEPS SHALL BE INSTALLED PER MANUFACTURER INSTRUCTIONS.
3. WHENEVER THE VERTICAL DISTANCE BETWEEN THE INVERTS OF SEWER LINE CONNECTIONS EXCEEDS 30 INCHES, A DROP CONNECTION SHALL BE CONSTRUCTED.

2/D1 STANDARD DROP MANHOLE
NTS



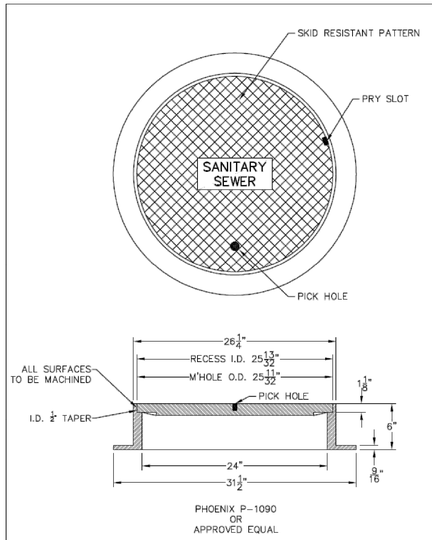
MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	STANDARD PRECAST MANHOLE INSTALLATION	5

-41-

NOTE:
1. MANHOLE STEPS SHALL BE NEENAH R1981J OR APPROVED EQUAL, 16 INCH ON CENTER AND ORANGE COLOR.
2. MANHOLE STEPS SHALL BE INSTALLED PER MANUFACTURER INSTRUCTIONS.

3/D1 STANDARD PRECAST MANHOLE INSTALLATION
NTS

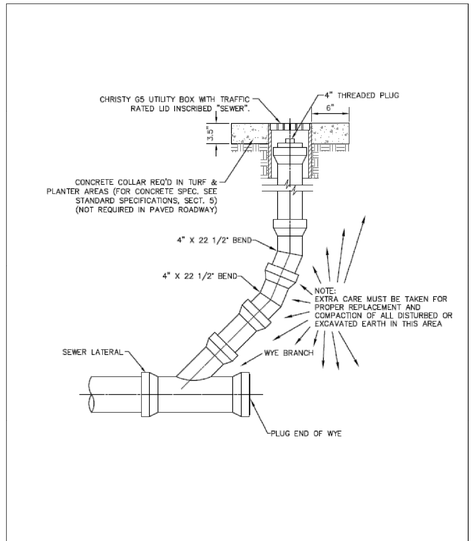


MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	CAST IRON MANHOLE FRAME AND COVER	6

-42-

4/D1 CAST IRON MANHOLE FRAME AND COVER
NTS

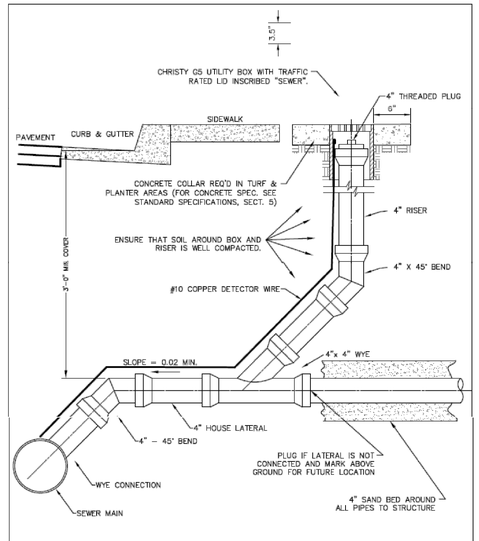


MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	SEWER CLEANOUT (6" OR 8" MAIN)	7

-43-

5/D1 SEWER CLEANOUT (6" OR 8" MAIN)
NTS



MARIPOSA PUBLIC UTILITY DISTRICT

REVISION:	STANDARD TITLE:	DWG No:
DATE:	HOUSE LATERAL CLEANOUT	8

-44-

6/D1 HOUSE LATERAL CLEANOUT
NTS

Know what's below. Call before you dig.

NCE
8795 Folsom Blvd., Suite 250
Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD

REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp.9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY EDA PROJECT

PHASE 1
SANITARY SEWER IMPROVEMENTS

OWNER

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO:	PWEN-5536-2100
DESIGNED BY:	DLD
DRAWN BY:	ST, KW
CHECKED BY: FH	DATE: 09/02/2021
DATE:	09/02/2021

This drawing is the property of NCE, including all patented and patentable features, and/or confidential information and its use is conditioned upon the user's agreement not to reproduce the drawing, in whole or part, nor the material described thereon, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE

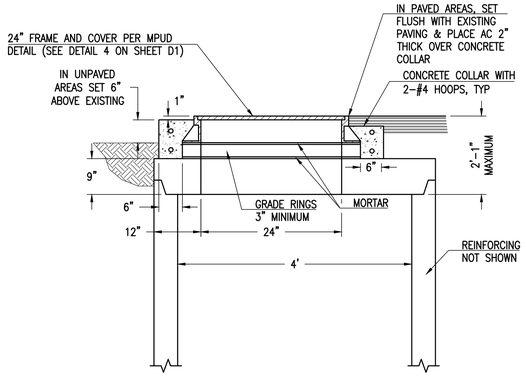
DETAILS 1

DRAWING
D1

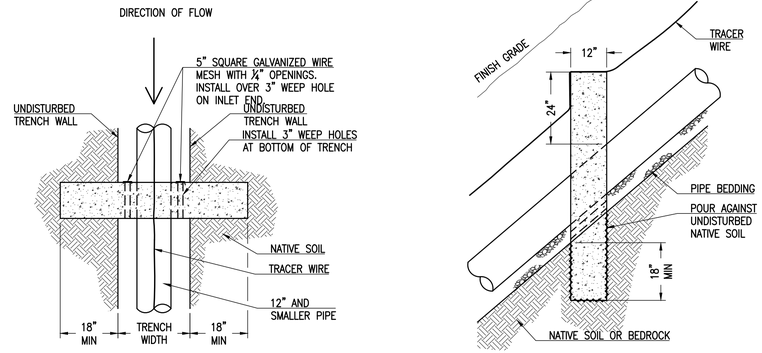
SHEET 18 OF 19

Attachment: Downtown Revitalization Plans (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17952\D01.DWG | Layout: D1 | Printed Sep 30, 2021 @ 6:09pm | BY:KW 22.0s (LMS Tech)



1 D2 MANHOLE COLLAR
NTS



NOTE:
1. CONCRETE PIPE ANCHORS SHALL BE CONSTRUCTED USING FORMS WHEN SEWERS, STORM DRAINS, AND OTHER PIPELINES ARE CONSTRUCTED WITH SLOPES 20% OR GREATER.
2. ALL CONCRETE SHALL BE COMMERCIAL GRADE CONCRETE.
3. CENTER TO CNETER MAXIMUM SPACING OF CONCRETE PIPE ANCHORS SHALL BE:

SLOPE	SPACING (ON SLOPE)
20–34%	35'
35–50%	25'
50+ %	15' OR CONCRETE ENCASEMENT

4. DIMENSIONS FOR EMBEDMENT FOR PIPES LARGER THAN 12" SHALL BE APPROVED BY THE ENGINEER.

2 D2 PIPE SLOPE ANCHORS – CONCRETE
NTS

Know what's below. Call before you dig.

NCE
8795 Folsom Blvd., Suite 250
Sacramento, Ca. 95826
(916) 388-5655 * Fax (916) 388-5676

MYRIAD

REGISTERED PROFESSIONAL ENGINEER
DEANA L. DONOHUE
C68385
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA
09/02/2021

MARIPOSA COUNTY
EDA PROJECT

PHASE 1
SANITARY SEWER
IMPROVEMENTS

OWNER

MARIPOSA COUNTY
DEPARTMENT OF
PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338

NO.	DATE	DESCRIPTION

PROJECT NO: PWEN-5536-2100
DESIGNED BY: DLD
DRAWN BY: ST, KW
CHECKED BY: FH DATE: 09/02/2021
DATE: 09/02/2021

This drawing is the property of NCE, including all patented and patentable features, and/or confidential information and its use is conditioned upon the user's agreement not to reproduce the drawing, in whole or part, nor the material described thereon, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE

DETAILS 2

DRAWING D2

SHEET 19 OF 19

File: C:\Users\KWilliams\appdata\local\temp\AcPublish_17992\D01.DWG | Layout: D2 | Printed Sep 30, 2021 @ 6:09pm | ID:KW.22.0s (LMS Tech)

Attachment: Downtown Revitalization Plans (RES:2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

BID BOOK

(BID PACKAGE 1 OF 2)

FOR

ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

EDA No. 07-79-07487

Phase 1 – Sanitary Sewer Improvements

October 2022

For use in Connection with the latest Standard Specifications of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

BOARD OF SUPERVISORS

Rosemarie Smallcombe, Chair (District 1)
Marshall Long, Vice-Chair (District 3)
Wayne Forsythe (District 4)
Miles Menetrey (District 5)
***Vacant* (District 2)**

Matt Hespenheide

Matt Hespenheide PE, County Engineer

9/20/2022

Date



Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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ATTACHMENT B – MINIMUM FEDERAL WAGE RATES DETERMINATION

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

PROPOSAL

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: ( ) FAX: ( )

E-mail address: _____ Contractor License No.: _____

Year established _____ Estimated yearly contracts _____

The work to be done and referred to herein is:

MARIPOSA COUNTY ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJEC

EDA NO. 07-79-07487

This project is to improve the Mariposa Public Utility District sewer system. The construction will require but not be limited to: furnishing and installing 8" Polyvinyl Chloride (PVC) pipe in open cut trench excavations; manholes; service laterals and clean-outs; all site clearing, existing improvement and utility protection; utility coordination; potholing; excavation; removal and replacement of existing pipe and manholes; confined space entry; pipe, gaskets, and materials; pipe slope anchors; bedding; backfill; compaction; connections to existing sanitary sewer pipe, removal and disposal of trench spoils; surface restoration, pipe testing, complete as specified and as indicated on drawings.

This project is located in Mariposa County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including: The Notice to Contractors and Special Provisions (Bid Package 2 of 2), Construction Plans and Contract entitled "MARIPOSA COUNTY ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT EDA NO. 07-79-07487" including any addenda thereto annexed hereto, the Department of Transportation Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items listed in the Bid Schedule.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price; (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the COUNTY OF MARIPOSA'S Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only, if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Mariposa, and that discretion will be exercised in the manner deemed by the County of Mariposa to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Mariposa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Mariposa, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Mariposa that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

MARIPOSA COUNTY DOWNTOWN REVITALIZATION PROJECT SANITARY SEWER IMPROVEMENTS PROJECT # PWEN-5536-2100

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
1	Mobilization and Demobilization	1	LS		
2	Traffic Control and Public Safety	1	LS		
3	EDA Construction Sign	1	LS		
4	Sheeting, shoring, bracing and/or sloping of pipeline trenches	1	LS		
5	8-inch PVC pipeline, Open Cut	3,778	LF		
6	R&R 48-inch Manholes	18	EA		
7	R&R 48-inch Drop Manholes	4	EA		
8	Plug and Abandon Pipe	4	EA		
9	Dewatering	1	LS		
10	Bypass Pumping Design/Implementation	1	LS		
11	Replace Sewer Laterals from the sewer main to the Christie box/Cleanout including the wye	24	EA		
12	R&R cleanout from sewer main existing termination location	5	EA		

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

13	HMA Surface Restoration	250	TON		
14	Remove Tree	2	EA		
15	Contractor-Supplied Material Testing	1	LS		

TOTAL BID (in figures) Items 1 through 15 $_____

NOTE: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

Bid Item 9 is a retractable task.

AMOUNT OF BID, WRITTEN OUT:

_____

_____(Dollars)

CONSTRUCTION COMPANY NAME: _____

LICENSE CLASS _____ LICENSE NO. _____ PWCR (DIR) NO._____

SIGNATURE OF BIDDER: _____ DATE: _____

NAME OF BIDDER (PRINT): _____

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda noted by the County Engineer as requiring signature.

If any Addenda are required revisions to the Engineer's Estimate sheets, insert them as part of this proposal.

ADDENDUM(S) _____ BIDDER'S INITIALS _____

SECURITY

Accompanying this proposal is:

_____

INSERT THE AMOUNT AND THE WORDS "BIDDERS BOND"

in an amount equal to at least five (5) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the Stat of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are tru and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

_____ _____

Print Name and Title of Bidder Date Signature of Bidder

_____ _____

Business Address Place of Business

_____

Place of Residence

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Rec
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Rec
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
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NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	19.8 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.
The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: 19.8%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

15. TOTAL CLAIMED DBE PARTICIPATION $ _____ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature 27. Date

28. Local Agency Representative's Name 29. Phone

30. Local Agency Representative's Title

16. Preparer's Signature 17. Date

18. Preparer's Name 19. Phone

20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form. **19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Mariposa established a Disadvantaged Business Enterprise (DBE) goal of 19.8% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization Method/Date of Contact Results

H. Any additional data to support a demonstration of good faith efforts:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

PUBLIC CONTRACT SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Mariposa Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature _____ Date:_____

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

FORM **CD-512**
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) 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 any agency, 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.

(2) 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.

(3) 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

Bond No. _____

We, _____ as Principal
and _____ as Surety are bound unto the County of Mariposa, hereafter referred to as "Obligee", in the penal sum of five (5) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

Mariposa County Roadway, Water, and Sewer Infrastructure Improvements Project
EDA No. 07-79-07487

for which bids are to be opened at _____ on _____.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Date: _____ , 20 _____

_____
Principal

_____
Surety

_____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Mariposa County Roadway, Water, and Sewer Infrastructure Improvements Project
EDA No. 07-79-07487

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Mariposa, its elected and appointed officials, officers, employees, agents and volunteers, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be proper acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Mariposa , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Mariposa County Roadway, Water, and Sewer Infrastructure Improvements Project
EDA No. 07-79-07487

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars ($_____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be proper acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

ATTACHMENT A

SAMPLE CONTRACT W/ EDA CONTRACTING PROVISIONS

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Roadway, Water, and Sewer Infrastructure Improvement Project
EDA No. 07-79-07487

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR:

LICENSE NO:

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 $X,XXX,XXX, to be paid as **(check one)**: (1) ☐ lump sum; (2) X lump sum with progress payments; (3) X per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $X,XXX,XXX. 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 140 working days of Commencement Date.

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

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($250.00) 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 ($250.00) 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.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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. Appendix F - Federal Conditions

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

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

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

COUNTY OF MARIPOSA

By: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

CONTRACTOR:

Name: .

By: _____

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Appendix A to Construction Services Agreement

SCOPE OF WORK

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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.

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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.

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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

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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.

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(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

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expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

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

(c) Procedure:

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

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than [**$2,000,000]** general aggregate and [**$1,000,000]** each occurrence, subject to a deductible of not more than [**$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than [**$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than [**$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than [**$1,000,000]** each accident, [**$1,000,000]** per disease and [**$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [**A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by

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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***)

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Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to _____., as Principal, a Construction Services Agreement, dated the _____ day of _____, 2022 (**Agreement**), titled _____ in the amount of $XXXXXX, which Agreement is by this reference made a part hereof, for the work described as follows:

XXXXX

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one

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or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

(***End of Appendix D***)

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Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to_____, as Principal, a Construction Services Agreement, dated the _____ day of _____**,** 2022 (**Agreement**), titled _____ located at Mariposa County in the amount of $XXXXXX, which Agreement is by this reference made a part hereof, for the work described as follows:

_____

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM $XXXXX), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

_____
Signature

_____
Name

_____
Title

_____
Street Address

_____
City, State, Zip Code

SURETY

Company: (Corp. Seal)

_____
Signature

_____
Name

_____
Title

_____
Street Address

_____
City, State, Zip Code

(***End of Appendix E***)

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E.33.c
OMB Number: 0610-0096
Expiration Date: 01/31/2025

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U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. APPLICABILITY

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. FEDERALLY REQUIRED CONTRACT PROVISIONS

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at $150,000 (*see* 41 U.S.C. §§ 134 and 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 may be appropriate.

(b) All contracts in excess of $10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of $10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of $2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient 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 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

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(g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.

(i) All contracts and subgrants in excess of $150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.

(j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

(k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.

(l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of $100,000 or more 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.

(m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. REQUIRED PROVISIONS 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

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5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

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9. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. PATENT FEES AND ROYALTIES

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

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13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

(1) Workers' Compensation
(2) Contractor's Public Liability and Property Damage
(3) Contractor's Vehicle Liability
(4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
(5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds $150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed $150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

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reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at https://www.dol.gov/whd/forms/wh347.pdf. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

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(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees**.

(1) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

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apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees**. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

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requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements**. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall 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 they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts**. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment**. The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility**.

(1)By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(a) **Overtime requirements**. No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages**. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages**. EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

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(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

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this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10)The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding $10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding $10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

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(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

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20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

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21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold**: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding $100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure**: Each bidder of a contract or subcontract exceeding $100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement**: Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations**: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of $150,000

(a) **Definition**. "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over $5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, "residential property" means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

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including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.

(2) **Floodplains**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(3) **Endangered Species**. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the $25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

(1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

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ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

ATTACHMENT B

Minimum Federal Wage Rates Determinations
CA20220018 9/2/2022

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

"General Decision Number: CA20220018 09/02/2022

Superseded General Decision Number: CA20210018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 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 2022.
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 $11.25 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 2022.

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

protections under the Executive Orders is available at
https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022
4	02/25/2022
5	03/25/2022
6	04/01/2022
7	06/03/2022
8	07/01/2022
9	07/15/2022
10	07/22/2022
11	07/29/2022
12	08/05/2022
13	08/12/2022
14	08/19/2022
15	08/26/2022
16	09/02/2022

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 FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Area 1.....$ 74.16 23.58
Area 2.....$ 46.81 33.50

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 08/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 37.72	17.64

BRCA0003-003 08/01/2021

	Rates	Fringes
MARBLE MASON	$ 53.17	29.10

BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 43.68	22.19
(7) San Francisco, San Mateo	$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 45.88	25.02

BRCA0003-008 07/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	18.46
TERRAZZO WORKER/SETTER	$ 53.03	28.34

BRCA0003-011 04/01/2019

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

TILE FINISHER
Area 1.....$ 29.94 16.38
Area 2.....$ 25.60 14.30
Area 3.....$ 26.58 15.65
Tile Layer
Area 1.....$ 49.90 19.16
Area 2.....$ 42.67 16.81
Area 3.....$ 40.27 18.58

CARP0022-001 07/01/2021

San Francisco 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

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

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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

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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 07/01/2021

San Mateo 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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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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		

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Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 06/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 83.25	3%+40.065

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* ELEC0100-002 09/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.00	26.84

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 35.25	20.86
Technician	$ 40.54	21.02

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,

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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 12/27/2021

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 56.91	29.31
Zone B	$ 62.60	29.48

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		

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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 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 63.86	29.17
ELECTRICIAN	$ 56.76	28.95

ELEC0302-003 12/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 43.71	23.96
Technician	$ 50.27	24.16

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

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electrician.

ELEC0332-001 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 92.20	42.316
ELECTRICIAN	$ 80.17	41.955

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 12/01/2021

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.088
Technician	$ 55.12	24.304

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 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 06/01/2021

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CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 50.70	7.75%+25.58
ELECTRICIAN		
(1) Tunnel work	$ 44.25	7.75%+25.58
(2) All other work	$ 42.25	7.75%+25.58

ELEC0595-006 12/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	3%+22.65
Technician	$ 55.12	3%+22.65

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.

ELEC0595-008 12/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 38.24	3%+22.65
Technician	$ 43.98	3%+22.65

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'

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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 06/01/2022

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 74.00	43.76

ELEC0617-003 12/01/2021

SAN MATEO COUNTY

	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.

ELEC0684-001 06/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 44.25	3%+26.63

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 43.98	23.97

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 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC	$ 74.54	36.885+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.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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ENGI0003-001 06/28/2021

""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	$ 53.92	31.54
GROUP 2	$ 52.39	31.54
GROUP 3	$ 50.91	31.54
GROUP 4	$ 49.53	31.54
GROUP 5	$ 48.26	31.54
GROUP 6	$ 46.94	31.54
GROUP 7	$ 45.80	31.54
GROUP 8	$ 44.66	31.54
GROUP 8-A	$ 42.45	31.54
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:)		

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

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;

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 40.50	34.35
AREA 2:		
(1) Leverman	$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 45.80	34.35

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 42.50 34.35

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 07/01/2021

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO
COUNTIES

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 38.08	24.91
Ornamental, Reinforcing and Structural	$ 45.73	33.55

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 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

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

LABO0067-002 06/27/2022

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 27.05	13.50
LABORER (Lead Removal)		
Area A	$ 35.37	26.95
Area B	$ 34.37	26.95

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 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

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 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

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 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

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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

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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 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 34.48	26.21
Traffic Control Person I....	$ 34.78	26.21
Traffic Control Person II...	$ 32.28	26.21

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 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 42.00	25.71
GROUP 2.....	$ 41.77	25.71

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GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

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 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty		
Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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.

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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 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 34.85	26.32

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 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

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	$ 34.48	26.21

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Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

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 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

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 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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

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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

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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 06/25/2018

SANTA CLARA COUNTY

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	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty		
Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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,

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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

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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 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

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Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 35.29	25.21

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

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 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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;

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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

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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)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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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 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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.

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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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

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 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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 06/25/2018

CONTRA COSTA COUNTY

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

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 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
Plasterer tender	$ 38.28	29.43

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

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 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

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)

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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.

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 45.22	25.48

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 07/01/2021

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

Drywall Finisher/Taper
AREA 1.....$ 54.91 29.49
AREA 2.....$ 50.78 28.09

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* PAIN0016-012 07/01/2022

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 54.25	32.28

PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 35.88	21.16

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 01/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 48.84	25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 40.00	26.76

PAIN0169-005 01/01/2022

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 54.77	31.45

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
PAINTER		
Brush, Roller	$ 31.36	20.33
Drywall Finisher/Taper	$ 40.10	25.00

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 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.55	21.67

PAIN0767-001 01/01/2022

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 41.78	33.09

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 rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2021

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 39.48	16.98
GROUP 2	$ 33.56	16.98
GROUP 3	$ 33.95	16.98

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 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
SOFT FLOOR LAYER	$ 41.81	23.39

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 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 07/01/2022

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 48.95	38.65

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 07/01/2022

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.05	37.84

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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 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 72.00	45.70

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 49.75	34.49

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 38.81	14.81

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 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 49.83	21.14

ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 50.27	20.66

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ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 43.13	19.71

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 55.16	20.82
Journeyman	$ 51.16	20.82
Kettle person (2 kettles)	$ 53.16	20.82

SFCA0483-001 08/01/2022

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 73.05	36.39

SFCA0669-011 04/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 42.30	26.69

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

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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 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 35.15	31.42
GROUP 2.....	$ 35.45	31.42
GROUP 3.....	$ 35.75	31.42
GROUP 4.....	$ 36.10	31.42
GROUP 5.....	$ 36.45	31.42

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

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

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 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

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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

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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 DECISIO"

Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

(BID PACKAGE 2 OF 2)

FOR

ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

EDA No. 07-79-07487

Phase 1 – Sanitary Sewer Improvements

October 2022

For use in Connection with the latest Standard Specifications of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Matt Hespenheide
Matt Hespenheide, PE

9/20/2022
Date

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Appendix A – MPUD Standards

Appendix B - EDA Sign Standard

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DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the Office of the Department of Public Works of Mariposa County at 4639 Ben Hur Road, Mariposa, California until (see schedule below) after which said bids will be publicly opened and read at the Public Works public counter at 4639 Ben Hur Road, Mariposa, in accordance with the contract documents referred to as:

Mariposa County Roadway, Water, and Sewer Infrastructure Improvements Project
EDA No. 07-79-07487

Any bid received after the time and date listed will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with the Plans & Details, and the Special Provisions. Prospective bidders are advised to attend the optional pre-bid meeting.

DESCRIPTION OF WORK: This project will improve the Mariposa Public Utility District sewer system. The construction will require but not be limited to: furnishing and installing 8" Polyvinyl Chloride (PVC) pipe in open cut trench excavations; manholes; service laterals and clean-outs; all site clearing, existing improvement and utility protection; utility coordination; potholing; excavation; removal and replacement of existing pipe and manholes; confined space entry; pipe, gaskets, and materials; pipe slope anchors; bedding; backfill; compaction; connections to existing sanitary sewer pipe, removal and disposal of trench spoils; surface restoration, pipe testing, complete as specified and as indicated on drawings.

The project requires prevailing wage and DBE certification.

The DBE goal for this project is 19.8 %

This project is subject to the "Buy America" provisions.

IMPORTANT DATES:

Public Notice advertised in the Mariposa Gazette: XXX

Optional Pre-Bid Meeting at 4639 Ben Hur Road: 10am on XXX

Bids will be Opened at: 2pm on Tuesday, XXX

+

Any communications relative to this project should be directed to:

Matt Hespenheide, P.E.
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356
mhespenheide@mariposacounty.org

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CONTRACT DOCUMENTS: Bid Packages for this project are viewable at the Department of Public Works counter, located at 4639 Ben Hur Road, Mariposa, CA 95338 (209) 966-5356. Bid Packages can be downloaded from the Public Works Webpage (click the bids & RFPs link), or at any of the Contractor's Exchanges:

Fresno Builders Exchange Phone: (559)-237-1831	Stockton Exchange Phone: (209)-478-1000	Mariposa Contractors Assoc. Phone: (209) 966-5914
Valley Builders Exchange Phone: (209)-522-9031	Sacramento Regional Phone: (916) 442-8991	Tulare/King Builders Exchange Phone: (559) 732-4568

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Attachment: Downtown Revitalization Specs (RES-2022-726 : Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

Board of Supervisor's Resolution: _____

D.I.R. REQUIREMENTS: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

COMPLETION OF WORK: The Bidder is referred to Section 8 of the Special Provisions which allows **160 WORKING DAYS** for completion of the work. The County reserves the right to assess a penalty of **$250 per day** for work exceeding the allowed days.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Mariposa does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

DBE: The County of Mariposa affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

BID SECURITY: All bids shall be accompanied by a bidder's bond amounting to **five percent (5%)** of bid amount payable to said County as liquidated damages. Said amount shall be retained by or said bond shall become payable to said County if the bidder depositing same does not, within **10 working days** after written notice that the contract has been awarded to him, enter into a contract with the County.

BID QUESTIONS: All bid questions or request for information will be addressed in issued project Addenda without delay as long as they are submitted at least **5 calendar days** prior to the bid close.

BONDS: The successful bidder shall, after Notice of Award, furnish a payment bond and a performance bond, each in the amount of **one hundred percent (100%)** of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Owner's Representative may issue addendums to the project specifications as deemed necessary to modify the project documents prior to bid close. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County.

CONTRACTOR LICENSE REQUIRED: The successful bidder and/or their sub-contractor, before contract award, must possess a current **Class A** General Engineering Contractor's license issued by the State of California Licensing Board. Failure of the bidder to obtain the required

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license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

WAGE RATES: The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in General Decision Number CA2022XXXX, dated XX/XX/XX (check https://sam.gov for most recent updates), which is incorporated in these Special Provisions by this reference as if fully set forth herein. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to plan holders of record.

Attention is directed to the provisions in the "Federal Requirements" section of these specifications. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

This Project will be partially funded with Federal Funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal Laws and regulations associated with that program.

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300 , if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 60 days after the opening of the proposals. The award of the contract will be subject to the availability of funds. The County of Mariposa reserves the right to reject any or all bids and to waive any irregularities in the bidding.

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SECTION 1 SPECIFICATIONS AND PLANS

1-1.00 GENERAL

Sections 1 through 9 of the State of California Department of Transportation Standard Specifications – 2018 are hereby included by reference and are modified by the language in these Special Provisions.

1-1.015 DEFINITIONS

The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – The County Counsel of the County of Mariposa.

CONTRACT/CONTRACT DOCUMENTS - The written agreement covering the performance of the work. The contract shall include the Notice to Contractors, Instructions to Bidders, Proposal, Plans, Specifications, Special Provisions and Contract Bonds; also, any supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

COUNTY - Shall mean the County of Mariposa

ENGINEER - Shall mean the County Engineer or his authorized representative

MAY - "MAY" is permissive

SHALL - "SHALL" is mandatory

DIRECTOR – Shall mean the Director of Public Works

OWNER'S REPRESENTATIVE – Shall be determined at the pre-construction meeting

DIR – Shall mean Department of Industrial Relations

CALTRANS STD. SPECS – Shall mean California Department of Transportation Standard Specifications

PERSON – Shall mean a responsible party.

1-1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations
   1. Area of Proposed Work
      a. Located in Mariposa, California. Various streets in the downtown area.

B. Provide access to and from site as required by law and by County:
   1. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Contractor is responsible for material lay down and staging areas.

1-1.06 SECURITY PROGRAM [Not Applicable]

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.00 General

Bids shall be submitted, on the forms provided, in a sealed envelope clearly marked with the name and address of the bidder, the title of the project, and the date and time of the bid opening. Any bid received after the time and date listed in the Notice to Contractors or as modified in Addenda, if applicable, will not be opened.

2-1.01 Public Contract Code

The Contractor's attention is directed to their completion and endorsement of the following Public Contract Code requirements (in Bid Book):

- Public Contract Code Section 10285.1 Statement
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Non collusion Affidavit, Title 23, United States Code, Section 112, and Public Contract Code Section 7106; Declaration. Signing the proposal shall also constitute signature of the Non collusion Affidavit.
- Equal Employment Opportunity Certification

2-1.02 Addenda

Any addenda issued by the Owner's Representative during the time of bidding or forming a part of the documents issued to the bidder for preparation of his bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be understood as accepted under the "Addends Acknowledgment" section within the Bid Book (Bid Package 1 of 2).

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.00 General

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

3-1.01 Award of Contract

The award of the contract is subject to the availability of funds.

The County reserves the right to reject any and all bids, and to waive any irregularities in the bidding.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of contract, if it be awarded, will be made within the 60 days of bid opening to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.02 Contractor's License

Prior to award of contract, the Bidder shall possess a valid Contractor's License issued by the State of California Contractor's Licensing Board. Failure of the Bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

3-1.03 Contract Bids

Bid bonds must be underwritten by an admitted surety and the surety shall comply with the provisions

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of California Code of Civil Procedure Section 995.630. Bid Bonds shall be accompanied by a certificate of authority as provided for by California Code of Civil Procedure section 995.640 (b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents must be submitted with the bonds:

- The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- Certification that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled or suspended, or in the event that it has, that renewed authority has been granted.

3-1.04 Bid Protest Procedures

Any bid protest must be in writing and received by the Mariposa County Department of Public Works at 4639 Ben Hur Road, Mariposa, CA 95338, before 4:30 p.m., no later than seven working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

a. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on th bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no late than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.

b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

c. **Copy to Protested Bidder**. A copy of the protest and all supporting documents must be concurrently transmitted by email or hand delivery, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

d. **Response to Protest**. The protested bidder may submit a written response to the protest, provided the response is received by County before 4:30 p.m., within two working days after the Bid Protest Deadline or after its actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

e. **Copy to Protesting Bidder**. A copy of the response and all supporting documents must be concurrently transmitted by email or hand delivery, by or before The Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. **Exclusive Remedy**. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

g. **Right to Award**. The Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

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3-1.05 Contract Bonds.

The successful bidder shall furnish two bonds. The Performance Bond shall secure the payment of claims of laborers, mechanics or material persons employed on the work under the contract. The Payment Bond shall guarantee the faithful performance of the contract.

The performance and payment bonds shall each be in a sum equal to at least 100% of the contract price. The form for each bond is included after the sample contract included.

Any alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

3-1.06 Execution of Contract

The contract shall be executed by the successful bidder and three (3) wet signature shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

SECTION 4 SCOPE OF WORK

4-1.00 General.

The work to be done consists construction of sewer improvements. The work includes but not limited to: furnishing and installing 8" Polyvinyl Chloride (PVC) pipe in open cut trench excavations; manholes; service laterals and clean-outs; all site clearing, existing improvement and utility protection; utility coordination; potholing; excavation; removal and replacement of existing pipe and manholes; confined space entry; pipe, gaskets, and materials; pipe slope anchors; bedding; backfill; compaction; connections to existing sanitary sewer pipe, removal and disposal of trench spoils; surface restoration, pipe testing, complete as specified and as indicated on drawings.

4-1.01 Intent

The Contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

4-1.02 Hazardous Waste or Unusual Conditions

The Contractor shall promptly, before the following conditions are disturbed, notify the County in writing of any:

1. Material that the Contractor believes may be 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. Unknown physical condition 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.

4-1.032 Asbestos and Hazardous Substances.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be

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asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Owner's Representative in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

Hazardous materials may be present in construction affected by removal and dismantling work.

1. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other air handlers ventilating the area, and rope off area until the questionable material is identified. Re-assign workers to continue work in unaffected areas. Resume work in area of concern after safe working conditions are verified.
2. Lead Paint: Contractor shall be responsible for meeting all code and safety requirements for proper handling, protection and disposal of lead-based paint.
3. Contractor shall be responsible for insuring that personnel within the work area are protected from exposure to any hazardous materials encountered.
4. Contractor shall be responsible for all testing costs necessary to ensure their personnel are not exposed to hazardous materials and work conditions.

SECTION 5 CONTROL OF WORK

5-1.00 General.

5-1.01 Authority of the Owner's Representative.

The Contractor shall be authorized to take direction only from the Owner's Representative who shall be named by the County prior to the start of work.

5-1.02 Proposed Changes in Procedure.

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the Contract Documents. The Contractor shall not use any such procedures except as authorized by an approved contract change order.

5-1.03 Final Inspection.

Upon substantial completion of the work, the Contractor shall request in writing a punch list from the Owner's Representative. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Owner's Representative shall proceed with acceptance of contract.

5-1.04 Prompt Progress Payment to Subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors. See Attachment A of the

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Bid Book for additional information.

5-1.05 Prompt Payment of Funds Withheld to Subcontractors.

The County of Mariposa shall hold retainage (5%) from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 7 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

SECTION 6 CONTROL OF MATERIALS

6-1.00 General.

Attention is directed to Section 6, "Control of Materials" of the Standard Specifications included in these Contract Documents.

All materials required to complete the work under this contract shall be furnished by the Contractor.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

7-1.00 General.

Contractor is referred to all Contract Documents regarding legal relations and responsibilities.

7-1.01 Prevailing Wage.

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the County in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at **http://www.dir.ca.gov** . These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage shall be posted by the Contractor at a prominent place at the site of the work.

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum =1773.2.

7-1.02 Labor Nondiscrimination.

Attention is directed to the following notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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7-1.03 Antitrust Claims.

The Contractor's attention is directed to the following provisions of Government Code (Title 1, Division 5, Chapter 11) Sections 4551, 4553, and 4554, which shall be applicable to the Contractor and his subcontractors:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=11.&article=

7-1.04 Permits.

Contractor shall be responsible for verifying or obtaining all applicable permits prior to the start of construction.

1. Encroachment Permit (County)
2. Encroachment Permit (Caltrans)
3. Approval of Environmental Health Department
   (Fees are reimbursable at cost)

Full compensation for conforming to the requirements in these permits shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

7-1.05 Indemnification and Insurance

Indemnity Agreement. The Contractor shall indemnify, defend and hold harmless the County of Mariposa and all its elected and appointed officials, employees, agents and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description including costs and attorneys' fees, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor's performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, employees, agents and volunteers, it is the intent of the parties that the Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply with the federal immigration laws.

Insurance. Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

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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 endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$1,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

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.

Workers' Compensation Employers' Liability limits not less than **[$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.

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 insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in the Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

Insurance policies for this Project shall contain an endorsement containing the following terms:

Owner Indemnities shall be named as Additional Insured, 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 insured.

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.

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.

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.

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 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage by this clause. All certificates and endorsements are to be reviewed 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 insurance policies, including endorsements required by these specifications, at any time.

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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.

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 shall 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.

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.

Contractor agrees to include with all subcontractors 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.

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.

Cancellation of Insurance. Each policy of insurance required by this contract shall contain a provision requiring that written notice be given to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

7-1.06 Contractor's Responsibility for Maintenance.

For a period of one year after acceptance of the work, the Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the Owner's Representative, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the County or its agents, acts of third parties, acts of God, or acts of the common enemy.

The Contractor, upon notice from the Owner's Representative, shall promptly commence and diligently prosecute the repair of any defects or failures that develop during the one year maintenance period. Repairs, as may be required by the Owner's Representative, shall be made by the Contractor in such manner as to cause the least practicable interference with the use of the facility in service. The Contractor shall

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make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the Owner's Representative. If the Contractor fails or refuses to make required repairs or replacements with due promptness and diligence, as determined by the Owner's Representative, the County shall have the right to make repairs and replacements and, unless it is determined that the cost of the work is chargeable to the County or third party, the entire cost thereof shall be paid by the Contractor and may be collected from the Contractor or the Contractor's Surety(ies) or both. The cost of furnishing the bonds shall be included in the unit price bid in the schedule for other items of work. The Contractor will be reimbursed the actual and necessary cost plus 15 percent for profit and general expense of any work or materials pertaining to repairs or replacements that are found to be the responsibility of the County.

7-1.07 Acceptance of Contract.

Date of final acceptance of contract shall be the date whereon the County records a Notice of Completion for the project.

7-1.08 Rights in Land and Improvements.

The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other purposes if sufficient area is not available to him within the project limits. Full compensation for arranging, developing and final cleanup of the site shall be considered as included in the various items of work, and no additional compensations will be allowed therefor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other property which he occupies and shall leave the areas in a presentable condition.

SECTION 8 PROSECUTION AND PROGRESS

8-1.00 General.

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.01 Subcontracting.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

https://www.dir.ca.gov/dlse/debar.html

8-1.02 Beginning of Work.

The Contractor shall begin work within 10 calendar days after the date on the "Notice to Proceed", issued by the Engineer's Representative. If work is not started within this period, the first working day charged will be the 11th calendar day after the date on the Notice to Proceed.
No work for which a permit is required shall commence prior to the issuance of that permit.

8-1.03 Pre-construction Conference.

A pre-construction conference will be held at the office of the Department of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors. The Mariposa County Building Department and others as appropriate may be included in the pre-construction meeting.

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The Contractor shall be prepared to present all required contract submittals to the Engineer at the preconstruction conference.

8-1.04 Temporary Suspension of the Work.

Mariposa County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workmen or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent Work Suspensions to accommodate changing water conditions and due to weather conditions, which may adversely affect the work.

Since such work suspensions and delays can reasonably be anticipated during construction, no additional payment will be made for such suspensions or delays.

8-1.05 Time of Completion.

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of: **160 WORKING DAYS**

8-1.06 Liquidated Damages.

The Contractor shall pay liquidated damages to the County of Mariposa in the sum of **$250.00 per day** for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third-party claims.

8-1.08 Termination of Control.

If the Contractor at any time during the progress of the work refuses or neglects without fault of the County or its agent to supply sufficient materials of proper quality, appropriate equipment, a sufficient workforce, or in any other respect fails to prosecute the work with the diligence and force specified by the contract sufficient to complete this agreement within the time limit herein or lawful extension thereof for a period of more than 10 days after having been notified in writing by the County to furnish the same, the County may furnish materials and workmen to finish the work and deduct the reasonable expenses thereof from the contract price.

SECTION 9 MEASUREMENT AND PAYMENT

9-1.00 Measurement and Payment.

Description of Bid Items:

All estimated quantities stipulated in the Bid Forms or other Contract Documents are approximate and are to be used only (a) as a basis for estimating probable cost of the work, and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. CONTRACTOR agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any differences between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore as long as the difference is not in excess of 25% of the state quantities on the Bid Forms.

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Item 1 - Mobilization and Demobilization (Lump Sum). Shall include preconstruction condition assessments, schedules, move in of equipment, tools, supplies, material, and personnel to the job site; installing temporary power, water, sanitary and other utilities; developing required safety plans; preparing required submittals; obtaining all required bonds, insurance, and permits; daily clean up of project site; and move out and final clean up of job site after project is completed and accepted by the OWNER.

Item 2 - Traffic Control and Public Safety (Lump Sum). Traffic control shall apply to all phases of work and include full compensation for furnishing and installing the necessary items to comply with the traffic control plan including but limited to: construction signage along with flashing arrow and changeable message signs as required by approved plan, delineation, Type K rails, or any other item associated with traffic control, and all other work indicated, specified, and required.

Items 3 – EDA Construction Sign (Lump Sum).

Items 4 - Sheeting, shoring, bracing and/or sloping of pipeline trenches (Lump Sum). Including but not limited to: sheeting, shoring, bracing, and/or sloping of open cut excavations associated with pipe trenches as applicable; inclusive of all construction conforming to applicable safety orders, including any necessary subsurface investigations, preparing and submitting shoring designs, labor, tools, materials, equipment, power, and fuel for doing all required work, complete as specified and as indicated on the drawings.

Item 5 - 8-inch PVC pipeline, Open Cut (Per Linear Foot). Furnish and install pipe in open cut trench excavations, including but not limited to all site clearing, existing improvement protection; Approved Erosion control and Best Management Practices (BMPs) Plan for sedimentation and siltation control in accordance with local and state Construction Standards, excavation; gaskets and materials; potholing; bedding; backfill; compaction; confined space entry; testing, complete as specified and as indicated on drawings.

Items 6 - Remove & Replace 48-inch Manholes (Unit Price, Each). Payment for standard manholes including but not limited to: all pre-cast concrete manhole sections, cast in place concrete, manhole frame and covers, forming the manhole channels, metal castings, inner manhole lid (as required), protective coating, excavation bedding, backfill, compaction, paving, confined space entry, dust control, removal and disposal of excavation spoils, removal and disposal of existing manholes. The unit price to cover the construction of one standard manhole at any depth depicted on the drawings. This price shall include the manhole adjusting rings and top section.

Item 7 – Remove & Replace 48-inch Drop Manholes (Unit Price, Each). Payment for drop manholes including but not limited to: all pre-cast concrete manhole sections, cast in place concrete, manhole frame and covers, piping connections, forming the manhole channels, metal castings, inner manhole lid (as required), protective coating, excavation bedding, backfill, compaction, paving, confined space entry, dust control, removal and disposal of excavation spoils, removal and disposal of existing manholes. The unit price to cover the construction of one standard manhole at any depth depicted on the drawings. This price shall include the manhole adjusting rings and top section, and the piping/fittings to accommodate the drop.

Item 8 - Plug and Abandon Pipe (Unit Price, Each). Plug and abandon pipe in place at locations shown on the drawings and shall include cutting pavement, trenching, excavation, plugging, bedding and backfill, and pavement restoration. Unit price for all work included in this bid item is per each pipe plugged and abandoned.

Item 9 – Dewatering (Lump Sum). Design, installation, operation, and removal of ground dewatering

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systems, providing redundant power, maintaining excavation free of water on a continuous basis, permits, submittals, and disposal of water consistent with local and state requirements. This Bid Item is a retractable item and will not paid for if not needed to perform the work.

Item 10 - Bypass Pumping Design/Implementation (Lump Sum). Design, installation, operation, and removal of bypass pumping systems consistent with local and state requirements, providing redundant power, maintaining excavation secure bypass on a continuous basis, permits, submittals.

Item 11 - Replace Sewer Laterals from the sewer main to the Christie box including the wye (Unit Price, Each). Furnish and install pipe for sewer laterals in open cut trench excavations, including but not limited to all site clearing, existing improvement protection; excavation; pipe, gaskets, and materials; potholing; bedding; backfill; compaction; confined space entry; removal and disposal of trench spoils; removal and replacement of existing pipe; surface restoration, testing, complete as specified and as indicated on drawings.

Item 12 – Remove & Replace cleanouts from sewer main existing termination location (Unit Price, Each). Furnish and install cleanout pipe, fittings, and Christie boxes in open cut trench excavations, including but not limited to all site clearing, existing improvement protection; excavation; pipe, gaskets, and materials; potholing; bedding; backfill; compaction; confined space entry; removal and disposal of trench spoils; removal and replacement of existing pipe; surface restoration, testing, complete as specified and as indicated on drawings.

Item 13 – HMA Surface Restoration (Unit Price, Ton).

Item 14 – Remove Tree (Unit Price, Each).

Item 15– Contractor-Supplied Material Testing (Lump Sum).

9 1.01 Partial Payments.

For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

NONE

The County shall cause an estimate in writing to be made upon completion or once a month to the Engineer for the total amount of work done and the acceptable materials, furnished and delivered by the Contractor on the ground and not used at the time of such estimate and the value thereof. Pursuant to this section, the cut-off date for determining the Contractor's monthly progress payment shall be on or about the 20th of the month, as determined by the Engineer.

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In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

a. Withholding of not more than 5 percent of the total payment until 35 days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.

b. Withholding of not more than 50 percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than $300.00.

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

No estimate of payment shall be construed to be an acceptance of any defective work or improper materials.

No line item, such as mobilization, shall be paid in a lump sum but rather will be pro-rated over the duration of the project.

9-1.02 Payment of Withheld Funds.

Upon the Contractor's request, the Department will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300.

If the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, or interest-bearing accounts, or standby letters of credit, upon the following conditions:

a. The Contractor shall bear the expense of the Department and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.

b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.

c. The Contractor shall enter into an escrow agreement satisfactory to the Department which shall include provisions concerning:

- the amount of securities to be deposited,
- the providing powers of attorney or other documents necessary for the transfer of the securities to be deposit
- conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract,
- decrease in value of securities on deposit,
- the termination of the escrow upon completion of the contract.

d. The Contractor shall obtain the written consent of the surety to such agreement. Alternatively, the

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Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor's direction, the interest on which shall be the Contractor's property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

9-1.03 Prompt Progress Payment to Subcontractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 (http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=1.&article=8.)

of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

9-1.04 Prompt Payment of Withheld Funds to Subcontractors.

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

9-1.05 Payment Before Final Estimate.

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of 35 days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

9-1.06 Arbitration.

Claims under **$375,000** shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contracts Code, including a civil action for claims that are not resolved after exhaustion of the described pre- litigation procedure.

For claims in excess of **$375,000**, the above procedure applicable to claims over **$50,000** and less than **$375,000** shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except subdivision (b) of section 20104.6 shall not apply. The cited Article of the Public Contracts Code is set forth below.

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by the County.

SECTION 10 TECHNICAL PROVISIONS

10-1.00 General

10-1.01 Work Included

This project will include construction will require but not be limited to: furnishing and installing 8" Polyvinyl Chloride (PVC) pipe in open cut trench excavations; manholes; service laterals and clean-outs; all site clearing, existing improvement and utility protection; utility coordination; potholing; excavation; removal and replacement of existing pipe and manholes; confined space entry; pipe, gaskets, and

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materials; pipe slope anchors; bedding; backfill; compaction; connections to existing sanitary sewer pipe, removal and disposal of trench spoils; surface restoration, pipe testing, complete as specified and as indicated on drawings.

10-1.02 Order of Work

Order of work shall be scheduled such that the work can be carried out in an efficient manner. The order of work shall generally include:

1. Submit traffic control, schedule, and water pollution control plan
2. Establish traffic control and water pollution control systems
3. Complete Underground Service Alert
4. Complete trenching and shoring
5. Complete laying pipe, laterals and backfill, including testing
6. Complete pavement restoration
7. Final roadway sweeping, inspections, removal of water pollution control systems, traffic control, and demobilization.

The work order may be adjusted by the contractor based on means and methods and agreed and approved by the County.

10-1.03 Cooperation / Encroachment Permit

Attention is directed to Section 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall coordinate his work with that of the public utility companies who may be working in the project area. No additional time will be allotted under the contract time of completion for this coordination.

Secure encroachment permits from County and Caltrans.

10-1.04 County Furnished Materials

Contractor shall furnish all materials required to install the work.

10-1.05 Damage Repair

The Contractor's attention is directed to Section 5-1.39 of the Standard Specifications.

10-1.06 Preservation of Property

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation", of the State Standard Specifications and these Special Provisions.

The Contractor shall make a thorough investigation of the job site and size equipment accordingly. The Contractor shall select equipment to avoid damaging existing facilities, which include, but are not limited to: street paving, traffic controls, sidewalks, curbs and gutters, etc. The Contractor at no cost to the County shall restore any damage caused by oversized or not suitable equipment.

10-1.07 Survey Monuments

Existing survey monuments located in the roadway shall be protected to the extent possible and reset if damaged by the landslide. If these survey monuments cannot be reasonably protected the contractor shall

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remove and re-establish these monuments. The monuments shall be reconstructed according to Mariposa County standard details. The new monument shall be surveyed and tied to the horizontal and vertical datum and a record of survey filed with the County.

10-1.08 Staking

Contractor shall be responsible for providing construction staking at no additional cost to the Owner. The Contractor shall assume full responsibility for dimensions and elevations measured from the construction stakes. Contractor shall protect and maintain benchmarks, monuments, or other established points and if disturbed or destroyed, shall replace items at no cost to the Owner.

10-1.09 Hours of Work

Working hours and days shall be as follows: 7:00 A.M. to 6:00 P.M. Monday through Friday. Lane closure hours are as permitted by the Traffic control Plan to be submitted by the Contractor.

Legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day and the Friday following Thanksgiving Day, and December 25th. When a legal holiday falls on a Saturday, the preceding Friday shall be the designated legal holiday. When a legal holiday falls on a Sunday, the following Monday shall be the designated legal holiday

10-1.10 Water

Construction water shall be obtained from hydrants and purchased from the local water purveyor.

10-1.11 Dust Control

Dust control shall conform to the provisions in Section 14-11.04, "Dust Control", of the Standard Specifications and these special provisions.

Contractor shall exercise diligence in preventing dust nuisance. When necessary, or when directed by the Engineer, the Contractor shall apply water for allaying dust caused by grading operations and passage of traffic through the work. Water shall be applied by means of pressure type distributors equipped with a spray system that will insure a uniform application.

10-1.12 Traffic Control

The work consists of furnishing all labor, materials, equipment, tools and incidentals and performing all operations in connection with the following: the installation, maintenance and removal of construction area signs; public vehicular and pedestrian traffic control; construction traffic control and all work necessary within the limits of the project to provide for proper traffic control. Traffic control shall be per the latest Caltrans Standard. Contractor shall not block entrances to any property. Contractor shall provide steel plates, temporary driveway access or stage work as necessary in order to provide access to residences at all times. Contractor shall also maintain at least one lane of travel at all times using flagmen as necessary to direct traffic, unless otherwise allowed herein. Contractor shall provide a detailed Traffic Control Plan to Engineer
for approval before any work begins.

Construction area signs shall be stationary mounted (on 4” x 4” posts, 7’ tall) or portable signs conforming to the provisions in Section 12-3.11B(3) of the Standard Specifications, and as modified herein. All excavations required to install construction area signs shall be performed by hand methods without the use

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of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Construction area signs shall be used at cross streets as needed to notify the public of the construction activities before entering the construction zone. Locations of all signs shall be approved by the Engineer prior to their placement.

Contractor shall use portable changeable message signs. The portable changeable message signs shall be installed at least one (1) working day prior to the start of grinding, reconstruction, grading and paving work. The said signs shall be displayed throughout the length of the above described work. The signs shall state the following: "SEWER CONSTRUCTION WORK AHEAD FROM _____ TO _____ "(dates) and "EXPECT _____ MINUTE DELAYS" or "ROAD CLOSED FROM ____ TO ____(time and dates)". The proposed portable changeable sign locations must be shown on Traffic Control submittals

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Temporary Traffic Control", of the Standard Specifications, the provisions under "Maintaining Traffic" and these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

Maintaining Traffic

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications (2018 Edition) and to the Section entitled "Public Safety" elsewhere in these Special Provisions shall not be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

Working hours shall be from 7:00 am to 6:00 pm with the following restrictions on lane closure requirements:

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At least two flaggers shall be used for any one-way traffic flow situation for traffic control purposes, and shall be furnished by the Contractor at the Contractor's expense. The flaggers shall be properly equipped and trained in accordance with "Flagging Instruction Handbook,"
published by the California Department of Transportation.

Where flaggers are not visible to each other and/or at cross streets, additional flagmen shall be added as required by the Engineer, or the Contractor shall use radios.

Personal vehicles of the Contractor's employees shall not be parked on the paved shoulders or the traveled way, including any section closed to public traffic.

If traffic signal inductive vehicle loop detectors and lead-in wiring not designated to be replaced on the Plans are damaged during the course of the construction period, they shall be replaced as soon as work is completed or as directed by the Engineer. The cost of replacing damaged loop detectors including detector handholes or any other necessary repairs to the components of the traffic signal system shall be included in the cost of traffic control. No additional payment shall be made therefore.

The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the workday, to ensure that the devices are properly placed and maintained. Flaggers shall not be used during the hours of darkness unless authorized by the County.

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
2. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
3. Not restrict access to driveways for more than 4 hours.
4. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
5. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work, including ramps over bypass.
3. Notify all parties at least five (5) days, and again in 48 hours, in advance of work which

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would affect their access.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the County or the Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated State legal holidays, and when construction operations are not actively in progress.

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday, December 24, shall be observed as the Christmas holiday and Thursday, December 23, shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Public Notification

General Notifications - The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

General information
Traffic delays and alternate routes
Driveway closures
Sewer service interruptions
Adjustment of utilities
Waste pick up

2-Week Notifications - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. The Contractor shall provide the Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

72-Hour Notifications - The Contractor is responsible for delivering County approved door hangers prior to grinding and paving operations. Door hangers will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the

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Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns.

Door hanger notifications to affected residents and businesses for this project will be delivered a minimum of 72-hours prior to paving operations.

If paving operations has been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with the County supplied door hanger a minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

No work shall take place prior to the required notification, re-notification, or coordination work with affected facilities.

The Contractor shall be responsible for making immediate access available to emergency vehicles at any time during work hours. The Contractor shall contact schools, fire and police stations, hospitals, or other similar facilities designated by the Engineer adjacent to the work and coordinate his operation with the facility's operations so that the Contractor's operations will have a minimized affect to the facility.

No Parking Signs/Towing

The Contractor shall provide "No Parking" signs with day of the week written out or properly abbreviated with 3 or 4 letters; the month shall be written out or properly abbreviated with 3 or 4 letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all damaged and defective signs. Upon completion of work in each area, all signs, stakes, and barricades shall be promptly and completely removed by the Contractor.

The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Richmond Police Department. The Contractor shall notify the Police Traffic Sergeant upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The County shall not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall

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reimburse the County for the cost of any claims associated with the towing citation.

The Contractor shall cooperate and allow County or utility company work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond their scheduled activities.
The paving shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured through the intersections by flaggers.

The Contractor shall cooperate and allow County work crews to use the traffic control system when set up for the Contractor's work.

10-1.13 Quality Assurance

A. All Work of this Section shall be performed or supervised by the Contractor.
B. Qualifications of Workers:
    1. The contractor / subcontractor for this portion of the Work shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of this work and shall demonstrate to the approval of the Owner's Representative that his record of workmanship is satisfactory.
    2. For actual construction operations, use only thoroughly trained and experienced workers completely familiar with the materials and methods specified.
    3. Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of this Work, and who shall direct all Work performed under this Section.
C. Standards: Contractor to comply with Mariposa County, Mariposa Public Utility District, and all local and state standards and as stated in the technical specifications and drawings.

10-1.15 Product Handling

A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
C. Protection: Use all means necessary to protect the work materials including but not limited to piping and manhole components before, during, and after installation and to protect the installed Work and materials of all other trades.
D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

10-1.16 Environmental Conditions and Protection

Construction shall be done under unsuitable conditions of weather or temperature.

Clearing, Grubbing and Environmental Protection shall conform to the provisions of Section 17-2 "Clearing and Grubbing" of the Standard Specifications and these Special Provisions. Clearing, Grubbing and Environmental Protection shall consist of removal of any debris, vegetation, and other deleterious or objectionable material to receive work including but not limited to slabs, pavements, or fills.

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Any vegetation to be removed shall be hand-cleared. No machinery or vehicles that disturb the ground surface will be allowed in areas in which the ground is not clearly visible.

Contractor shall keep existing streets open to traffic free from dirt and debris at all times. Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deem it is necessary for safety of the public and to avoid damage to properties.

Attention is directed to Section 13, "Water Pollution Control", of the Standard Specifications, and these Special Provisions. A Water Pollution Control Plan (WPCP) shall be prepared and submitted for review prior to construction. The WPCP shall be prepared according to applicable local and state regulations:

https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control

All fueling and maintenance of vehicles and other equipment shall occur at least 60 feet from any riparian habitat or water body.

10-1.17 Surface Conditions

A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and to submit written notice of discrepancies, shall constitute acceptance by the Contractor of existing conditions, as fit and proper to receive the Work.

10-1.18 Clean-Up

Upon completion and acceptance by owner, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

10-1.19 Potholing

The contractor shall be required to pothole all utilities by hand digging or core drilling and vacuum methods in every intersection crossing the excavation or boring alignment. The Contractor shall pothole as necessary to determine the exact locations of pipes in critical situations prior to or during construction. Critical situations shall be defined by the Engineer.

Full compensation for conforming to these pothole requirements shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

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Appendix A - MPUD Technical Specifications
Appendix B- EDA Sign Specifications

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SECTION 4 - TRENCHING AND BACKFILLING

4.01 Work Included:

A. Excavate trenches for utilities.
B. Shoring and bracing of utility trenches.
C. Prepare the trench bed to receive utilities.
D. Backfill and compact utility trenches using select and common fill materials.
E. Compaction requirements.

4.02 References:

A. ANSI/ASTM Cl 36 - Sieve Analysis of Fine and Coarse Aggregates.

B. ANSI/ASTM D698 - Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg) Hammer and 12-inch (305 mm) Drop.
C. ANSI/ASTM D1556 - Density of Soil in Place by Sand-Cone Method.
D. ANSI/ASTM D1557 - Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10lb (4.54 kg) Hammer and 18-inch (457 mm) Drop.
E. Section 26 - Aggregate Bases, Caltrans Standard Specifications, July 2002

4.03 Tests:

A. Tests and analysis of fill materials will be performed in accordance with ANSI/ASTM D1557. Contractor shall submit Certificate of Compliance for import fill materials.
B. Initial compaction testing shall be scheduled and paid for by the Owner. Retesting of areas failing initial tests shall be paid for by Contractor.

4.04 Protection:

A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cavern or loose soil from falling into excavation. All trenches and jacking pits shall conform to Construction Safety Orders Sections 1504, 1539-1547 of Title B of the California Code of Regulations.
B. Grade excavation top perimeter to prevent surface water run-off into excavation.

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4.05 Products:

A. Select Bed and Fill Materials:

1. Type I - Type I material shall meet the quality requirements of Section 26-1.02B for Class 2 aggregate base of the Cal-Trans Specifications. No material shall be used as Type 1 bedding unless approved by MPUD. Grading of Type 1 bedding shall be as follows:

U.S. Standard Sieve	Percent Passing
1-1/4"	100%
3/4"	5%

2. Type II - Bedding: Material with sand equivalent of at least 35 per test method 217-E Caltrans Standards. The grading of Type II material shall be as follows:

Sieve Size	Percent Passing
No. 3/4"	100
No. 200	Not more than 10%

Decomposed granite meeting this gradation will be acceptable as Type II material. No material shall be used as Type II material without approval by M.P.U.D.

3. Concrete Slurry Backfill - Concrete slurry Shall be aggregate, cement and water proportioned either by mass or by volume. 186 pounds of cement shall be used for each cubic yard of material produced. The water content shall be sufficient to produce a fluid workable mix and be placed without segregation of aggregate. Evaporation of bleed water shall not result in shrinkage of more than 1/8" inch per foot (10.4 mm per m) The grading of aggregate material shall be as follows:

Sieve Sizes	Percentage Passing
37.5-mm {1-1/2"}	100
25-mm {1"}	80-100
19-mm {3/4"}	60-100
9.5-mm {3/8"}	50-100
4.75-mm {No. 4}	40-80
150-um {No. 100)	10-40

B. Common Fill Materials:
Native material free of debris and rock larger than 3 inches.

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4.06 Execution:

A. Inspection:
1. Verify stockpiled fill to be reused is approved.
2. Verify areas to be backfilled are free of debris, snow, ice, or water, and surfaces are not frozen.

B. Excavation & Bedding:
1. Excavate uniformly to 4" to 6" below the bottom of pipe.
2. Cut trenches sufficiently wide to enable installation of utilities and allow inspection. A minimum of 6" on each side of mains and 2"each side of 1" and 2" water service pipe shall be required.
3. Hand trim excavation and leave free of loose matter. Hand trim for bell and spigot pipe joints.
4. Remove lumped subsoil, boulders, and rock.
5. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
6. Correct unauthorized excavation at no cost to Owner.
7. Place bedding material and grade bedding to provide continuous contact with pipe bottom. Provide 2" clearance beneath pipe couplings and joints. Type II material compacted to 90 percent of maximum density per California Test method 216 shall be used for bedding. If groundwater is encountered, an additional 6" of Type I material shall be placed prior to the placement of Type II bedding.

C. Backfilling (Common Fill Materials):
1. Backfill trenches to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces. Backfill shall consist of Type II material compacted to 90% of maximum density to at least 12" above the top of the pipe. Backfill from 12" above the pipe to finish grade shall be as shown in the trench detail drawings. No rocks larger than 3" shall be allowed when native material is used for backfill . This material shall be compacted to 90% of maximum density.
2. Place and compact select fill materials in continuous layers not exceeding 6" loose depth.
3. Place and compact common fill material in continuous layers not exceeding 8" loose depth.
4. Employ a placement method so not to disturb or damage pipe or utilities.

5. Maintain optimum moisture content of backfill materials to attain required compaction density. Compaction of pipe bedding and backfill material by ponding or jetting will not be permitted.

6. Leave stockpile areas completely free of excess fill materials.

D. Backfilling (Concrete Slurry):

1. Backfill trenches to contours and elevations. Backfill systematically, after compaction of bedding material (type II) over pipe is complete.
2. Concrete slurry backfill shall be placed in a uniform manner that will prevent voids in, or segregation of, backfill

E. Backfilling (Type I and type II Materials):

1. Backfill trenches to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces. Backfill shall consist of Type II material compacted to 90% of maximum density to within 24" of final surface grade. Backfill from 24" below surface grade to 10" below surface grade shall be Type II material compacted to 95% of maximum density. Backfill from 12" below surface grade to the asphalt section shall be Type I material compacted to 95% of maximum density. Asphalt replacement shall be per Section 9.
2. Place and compact select fill materials in continuous layers not exceeding 6" loose depth.
3. Employ a placement method so as not to disturb or damage pipe or utilities
4. Maintain optimum moisture content of backfill materials to attain required compaction density. Compaction of pipe bedding and backfill material by ponding or jetting will not be permitted.
5. Remove surplus backfill materials from site. It is the contractor's responsibility to dispose of excess trench material.
6. Leave stockpile areas completely free of excess fill materials.

F. Field Quality Control:

1. Compaction testing will be performed in accordance with Section 6-3 Caltrans Standard Specifications, July 1002. Or "California Test" 216 or 231.
2. If tests indicate work does not meet specified requirements, remove work, replace, and retest.

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SECTION 5 - MATERIALS (GENERAL)

5.01 Portland Cement Concrete, Mortar and Grout

A. All Portland cement shall be Type II conforming to ASTM Designation: C 150.

B. Portland Cement Concrete

1. All grading of aggregate, proportioning, mixing, placing, finishing and curing of Portland cement concrete shall comply with Section 90 of the State Specs. Classification as to class of concrete shall comply with Section 90-1.01 of State Specs.

2. Combined aggregate grading limits shall be the one and one-half (1-1/2) inch maximum, or the three quarter (3/4) inch maximum as listed in Section 90-3.04 of the State Specs.

3. No admixture of any nature shall be used in the mixing of Portland cement concrete without the expressed approved of the Manager.

C. Mortar and Grout

1. Mortar shall be composed of one part Portland cement and two parts sand by volume.

2. Grout shall be composed of one part Portland cement and one and one-half (1-1/2) parts sand by volume.

3. All mortar and/or grout shall be proportioned and mixed so as to comply with Section 65-1.06A of the State Specs. No admixtures of any nature shall be used in the mixing of the mortar and/or grout without the expressed approved of the Manager.

5.02 Reinforcing Steel and Wire Mesh

A. Steel reinforcement and/or mesh reinforcement shall be of size shown and be placed in concrete structures in accordance with the details as shown on the plans or Standard Drawings, or as directed.

B. Bar reinforcement shall be intermediate grade or hard grade billet steel as specified in ASTM Designation: A615 or rail steel as specified in ASTM Designation: A616. Tie wire shall be No. 14 or No. 16 steel wire.

C. Mesh reinforcement shall be a standard type of electrically welded wire fabric as specified in ASTM Designation: A185.

D. All reinforcement steel and/or wire mesh shall be designed, fabricated, placed and supported in the forms, all in accordance with ACI 318 and ACI 315.

5.03 Grey Iron Castings

Cast iron used in the manufacture of manhole frames and covers, rodding and flushing inlets, curb inlets, grates, etc. shall comply with ASTM Designation: A48 Class 30. All cast iron castings shall be coated in accordance with Paragraph 9 ASTM Designation: A74. Covers and frame seats shall be machined to provide a true even fit, provide firm support and prevent rattling.

5.04 Miscellaneous Iron and Steel

All steel used in the manufacture of grates, frames, plates, anchors, etc. shall conform to ASTM Designation: A36. All metal castings and fabrications shall be constructed in accordance with the details on the plans or Standard Drawings. Finished members shall be true to line and free from twists, bends and open joints.

All welding shall be done in accordance with the requirements of the American Welding Society.

5.05 Galvanizing

Metal work which is to be galvanized shall be galvanized by the hot zinc dipped process after complete fabrication. Welding of members after galvanization will not be permitted. All galvanizing shall be in accordance with ASTM Designation: A153.

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SECTION 6 - STRUCTURES

6.01 Reinforced Concrete Structures

A. All reinforced concrete structures shall be constructed to line and grade and detail as shown on the plans or the Standard Drawings.

B. Forms, Ties and Joints

1. All forms shall conform to the shape, lines, and dimensions of the members as called for on the plans or drawings. Forms shall be adequately braced, tied and supported to support all of the imposed loads due to the placing of concrete.

2. All concrete structures shall be formed on both sides. All reinforcing steel or embedded steel anchors or castings shall be firmly and accurately placed and supported in place with metal hangers, chairs or other satisfactory metal supports.

3. Joints. Expansion and construction joints shall be located where shown on the drawings or approved by the Manager. Expansion joint filler material shall be preformed, non-extruding bituminous fiber conforming to ASTM Designation: D1751.

4. Consolidation (vibration). All concrete shall be consolidated to the maximum density so that it is free from pockets of coarse-aggregate and voids around embedded material and form corners.

5. Removal of forms. Concrete finish and repair forms shall be removed in such a manner as to insure the complete safety of the structure and cause a minimum of damage to the finish. All transition channels, inverts or any area over which water is to flow shall be smooth finished so as to cause a minimum of resistance to flow.

All repair of concrete structures such as rock pockets, voids or deformations shall be completed within twenty-four hours after form removal. All material and methods of concrete repairs shall be in accordance with the procedures of Chapter VII of the sixth edition of the Bureau of Reclamation Concrete Manual.

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SECTION 7 - SANITARY SEWERS

7.01 Design Standards:

A. Sanitary Sewers

1. The following guide lines shall be followed in computing contributing sewage.

(a) The average family unit shall be four (4) persons per residential unit.

(b) The average daily discharge of domestic sewage shall be one hundred (100) gallons per day per person. Design discharge shall be one and one-half (1-1/2) times this or one hundred fifty (150) gallons per day per person for peak discharge.

(c) Infiltration allowances will be six hundred (600) gallons/acre served/day, or between two hundred fifty (250) and five hundred (500) gallons/day/inch diameter/mile of sewer.

(d) Depth of flow in main and trunk sewers:

Main sewers up to fifteen (15) inches inside diameter shall be designed to flow five tenths (0.5) full. Trunk or main sewers over fifteen (15) inches inside diameter may be designed to flow seven tenths (0.7) full.

NOTE: Under no condition is a gravity sewer ever to be designed to flow under a head.

2. Sewer Velocity and Quantities

Minimum design velocity for any sanitary sewer shall be two (2) feet per second for pipes flowing full or half full.

Except in extreme cases, maximum design velocities for sanitary sewers shall not exceed ten (10) feet per second. Velocities in sanitary sewers shall be computed using Manning's formula with a constant "N" value depending upon type of pipes used.

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3. Maximum Discharge

Since sanitary sewers are to be designed with no head on the inlet, the maximum design discharge shall not exceed the flow at critical slope and velocity, due to the unstable flow conditions at critical slope and critical velocity sanitary sewers should not be designed for these conditions, but a maximum design discharge shall not exceed flow under these conditions regardless of greater slope.

B. Manholes

1. Manholes shall be placed at the intersections of all main sewer lines.

2. Manholes shall be placed at all changes of alignment either vertical or horizontal.

3. The maximum distance between manholes shall be three hundred fifty (350) feet.

4. A one tenth (0.1) foot energy drop shall be allowed for flow through manholes.

5. Invert elevations of varying size pipes leading into and out of manholes shall be set by matching the total energy gradients of the pipes.

C. Drop Manholes

Whenever the vertical distance between the inverts of lines connection of a manhole exceed eighteen (18) inches, a standard drop manhole shall be constructed.

D. Rodding and Flushing Inlets

Rodding and flushing inlets shall be constructed at the end of all sewer mains.

E. Sewer Line, Location, Alignment, Cover and Size

1. Location

All sanitary sewers and appurtenant structures shall be located as close to the roadway center line as practical. In no case shall a sanitary sewer line be located closer than two (2) feet from an existing or proposed

gutter lip. Sanitary sewer lines shall be laid out on the opposite side of the roadway centerline from the water lines. The entire sanitary system shall be located as mentioned above and shall be designed to clear all other existing or proposed utilities by four feet parallel, one foot perpendicular.

2. Cover

Minimum and maximum cover for any sewer line shall be three (3) feet and eight (8) feet, respectively. Any deviation from this cover shall require special design and approval by the Manager.

3. Size

Minimum line size for any sewer main shall be eight (8) inches inside diameter.

F. Laterals and/or Side Sewers, Cleanouts, Backflow Preventers.

Minimum size of any sanitary lateral or side sewer to serve individual residences, commercial structures, etc., shall be four (4) inches. Actual size of laterals larger than four inches shall be determined by fixture unit requirements as per the current edition of the Uniform Plumbing Code.

Each sanitary sewer lateral shall have a cleanout at the property line, or roadway or sewer main easement, as per Standard Drawings.

Each structure with installed plumbing at an elevation such that there could be a backflow of sewage from the main, in case of a main stoppage, shall be equipped with a backflow preventer or an overflow device installed in the lateral behind the property line.

G. Special Design

Special structures, such as pump stations, pressure lines and sags, etc., shall require special considerations and approval by the Manager.

7.02 Materials and Installation

A. General

All material that is to become a permanent part of any sanitary sewer or appurtenant structure shall conform to the requirements for the particular

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material as set forth in these Specifications. The contractor shall supply any and all certificates of compliance, certified test results or shall perform tests as required to assure the Manager that the material being incorporated into the work has met the requirements as specified. Request to use materials not listed in these Standards shall require special consideration and approval by the Manager.

B. Pipe and Pipe Joining Material

All pipe or conduits shall be of the size, material and strength as shown on the plans. All pipe fittings shall be marked or stamped with the trade brand name of the manufacturer, and strength or class of pipe. All pipe shall be designed to withstand all internal or external loads applied.

Supporting strength of conduits as installed to safely carry imposed gravity loads and superimposed loads (including a suitable factor of safety) shall be determined by use of Marston's formula as per Chapter IX (Structural Requirements) ASCE Manual of Engineering Practice No. 37. All pipe or conduits shall be of the same material between structures.

1. Cast Iron Pipe and Fittings

(a) All cast iron pipe and fittings for main sewers shall be at least Class 150 and conform to AWWA Standards C 106-75. Joints shall be approved type mechanical joints. No lead joints will be allowed.

(b) Cast iron pipe and fittings for laterals within the public right of way shall be new first quality and conform to AWWA Standards C 106-75, Cast Iron Soil Pipe and Fittings.

(c) Concrete Lined and Ductile Iron Pipe CL and DI shall be cement mortar lined in accordance with AWWA Standards C 104-74.

2. Polyvinyl Chloride Pipe and Fittings

PVC pipe and fittings shall conform to ASTM Designations: D3034, D2564, D2665, D2729 and F679 and to SDR 35 or SDR 26. Pipe installed at greater than eight foot requires special engineering submittal and MPUD approval. Pipe showing signs of sunburn and/or discoloration will not be accepted.

C. Manholes

All manholes shall be water tight structures and shall have Polypropylene steps

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from top to bottom. Manholes shall be constructed to grade as shown on the plans and shall be constructed to detail as shown on the Standard Drawings. Pre-cast reinforced concrete manhole risers and tops shall conform to ASTM Designations: C478. Pre-cast tops shall be the eccentric cone type. All cement used in the construction of concrete manholes shall be Type II and conform to ASTM Designation: C150. All joints in manhole sections shall be sealed with Bentonite Clay Waterstop then grouted smooth.

7.03 Final Acceptance:

A. Cleaning

Prior to acceptance of any sewer line by MPUD the contractor shall clean all lines with a Wayne-type sewer cleaning ball under hydrostatic pressure. Any stoppage, dirt or foreign matter shall be removed from the lines. All cleaning and testing of sewer lines shall take place after all construction work is completed, up to but not including the final paving. The system will be inspected after final paving is completed and any damage to the system during final paving and cleanup will be corrected before acceptance.

B. Testing Sewer Mains

Mandrell Test

A rigid eight-vane mandrell shall be pulled through all line segments that have an upstream and downstream manhole or flushing inlet. A line segment which has a deflection equal to or greater than 7-1/2% of the base inside dimension shall be replaced. The base inside diameter and maximum 7-1/2% deflection is as follows:

Nominal Size	Base Inside Diameter	7-1/2% Deflection
6"	5.742"	5.31"
8"	7.665"	7.09"
10"	9.563"	8.84"
12"	11.361"	10.51"

Prior to final acceptance all sewer lines shall be tested for leakage by use of the low pressure air test. The test shall be performed using the following procedures and under the observation of an MPUD representative. Prior to testing, all pipe shall be flushed clean or other approved cleaning methods shall be used to assure

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pipe contains no debris of any nature (see A above).

After a manhole-to-manhole reach of pipe has been backfilled and cleaned, the pneumatic plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig. At least two minutes shall be allowed for the air to stabilize.

After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of the line being tested shall be termed acceptable if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig minutes is not less than the time shown for the given diameters in the following table:

Pipe Diameter* Lengths (Inches)	Minimum Length for Time Min.Time* (Min.Sec.)	(Feet)	Addl. Time for Longer Pipe Sections (Seconds)
6	2:50	0-398	0.427 x Length in feet
8	3:47	0-298	0.760 x Length in feet
10	4:43	0-239	1.187 x Length in feet
12	5:40	0-199	1.709 x Length in feet

* Main line pipe diameter and main line length (manhole-to-manhole). Main line sections of pipe being tested shall also include all house service laterals for each section, but no additional length or time will be allowed for the house service lines.
All testing and cleaning equipment shall be supplied by the contractor.

A. Testing Manholes

Completed manhole structures shall be tested by the contractor for water tightness before acceptance by the District.

Exfiltration from manholes in excess of one-half (½) gallon per twenty-four hours will not be permitted and any such seepage shall be repaired by the contractor at his expense.

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EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

"EDA" in blue;

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION" in black;

"In partnership with" in blue;

(Actual name of the) "EDA Grant Recipient" in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" use Bank Gothic Medium - BANK GOTHIC MED

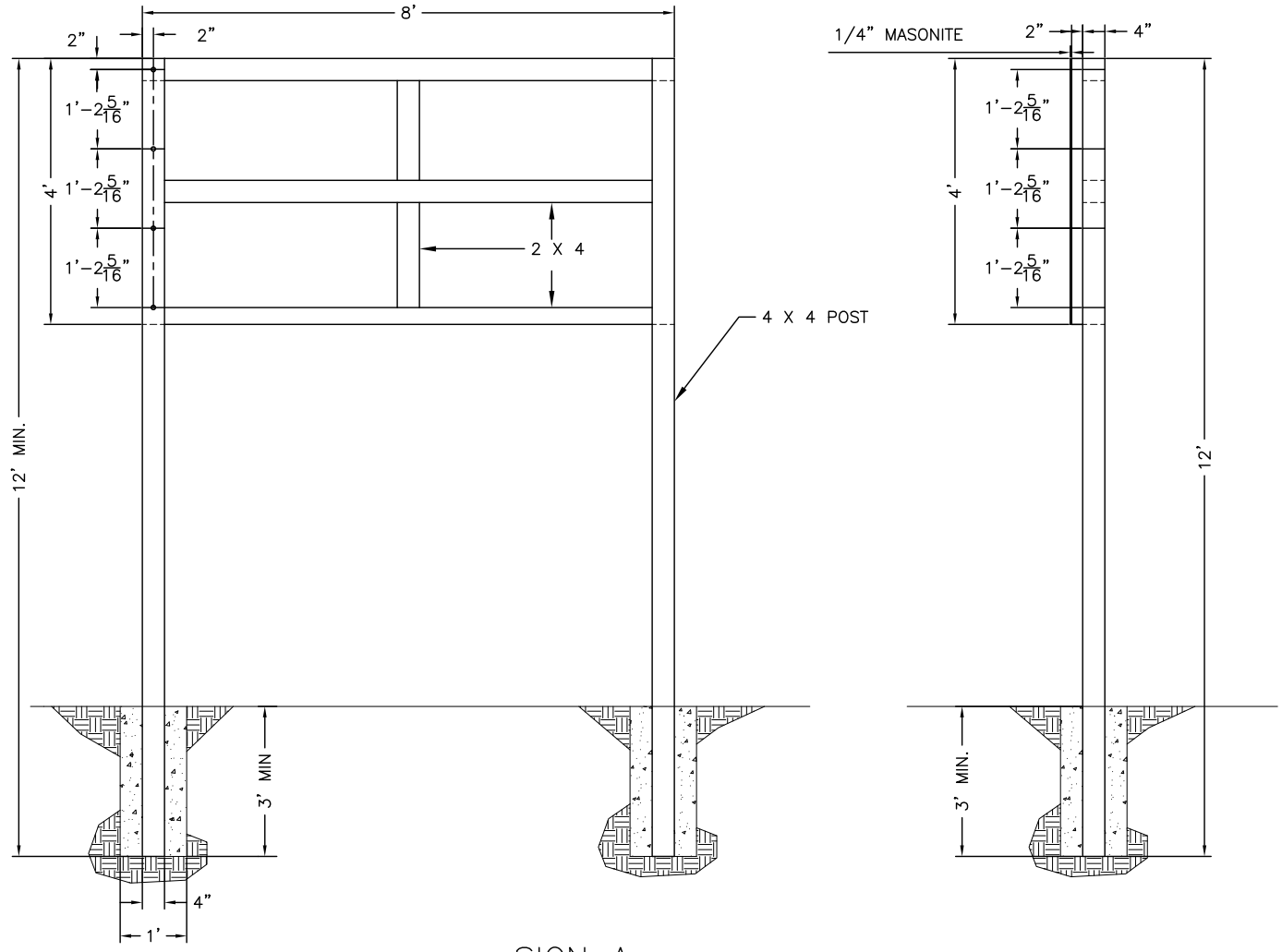
"In partnership with" use Univers™ 55 Oblique - *Univers 55*

(Name of) "EDA Grant Recipient" use Univers™ Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.

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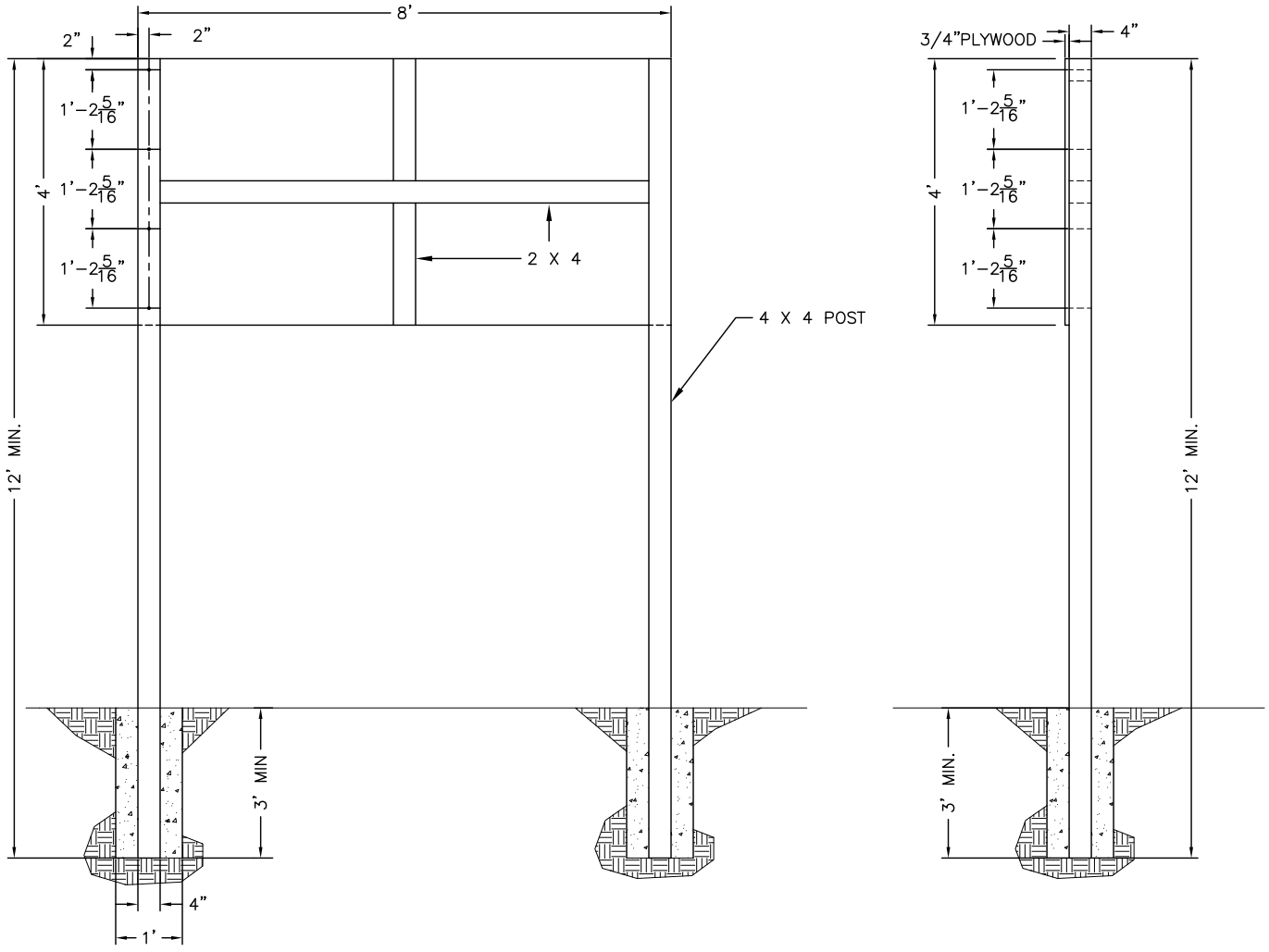


SIGN A
MASONITE SIGN

SCALE: 3/8" = 1'

PROJECT - SIGN A
ECONOMIC DEVELOPMENT ADMINISTRATION

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SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN B
ECONOMIC DEVELOPMENT ADMINISTRATION

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EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

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Black
Blue= PMS300
Gold= PMS740

2.25”
13.5”
1.75”
1.75”
10”

EDA

2.0”
1.5”

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

4.0”
3.0”
3.0”
3.75”

In partnership with

<EDA Grant Recipient Name>

15.0”

96"

”

Attachment: Downtown Revitalization Specs (RES-2022-726 :

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-727

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation Boating Safety and Enforcement Program; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the County Auditor to Certify the Amount of Prior Year Vessel Taxes Received by the County (Subject to Approval as to Legal Form by County Counsel).

Due to program requirements and program oversight by the Sheriff, it is in the best interest of the County to have the Sheriff execute the agreements for continuity purposes.

The total amount requested in the application is $268,857.35

This Financial Aid opportunity will be used for the Boating Safety and Enforcement program. The Mariposa County Sheriff's Office currently conducts Boating enforcement on Lake McClure, Lake McSwain and the Merced River.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved similar requests in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this authority not be granted the County and the Department will miss out on this funding opportunity and will impact the general fund.

FINANCIAL IMPACT:
To receive $268,857.35 for Boating and Waterways and off-set the impact to the General Fund.
01/11/23 001-0219-523-5601 · State Revenue $268,857.35

ATTACHMENTS:
Boating item for Sheriff (PDF)

REF ID# 13586

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
EXCUSED: Miles Menetrey

California State Parks and Recreation

State of California - Natural Resources Agency

Application for Financial Aid -- 801
Fiscal Year 2023-2024

Agency Mariposa County Sheriff **County** Mariposa

Address P.O. Box 276, Mariposa, CA, 95338

General Description of Boating Safety and Enforcement Programs:

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

Waterways to be Patrolled					Estimated Density by Quarter[a/]			
Lakes, Open Ocean	Area in Square Miles	Primary Usage[b/]	Type(s) of Patrols[c/]	FT or PT[d/]	1st	2nd	3rd	4th
1. Lake McClure	11.5	B	On-Water	FT	2300	1200	850	2000
2. Lake McSwain	1.75	A	On-Water	FT	250	150	100	200
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
Rivers	Length in Miles	Primary Usage[b/]	Type(s) of Patrols[c/]	FT or PT[d/]	1st	2nd	3rd	4th
1. Merced River	62	B	On-Water	FT	150	30	10	140
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

Revised 2019

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

California State Parks and Recreation

State of California - Natural Resources Agency

Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 2023-2024

Agency Mariposa County Sheriff

Address P.O. Box 276, Mariposa, CA, 95338 **County** Mariposa

Proposed Program Costs

1. Personnel (Form 801.2)	$238,589.01
2. Operations, Maintenance and Equipment (Form 801.3)[a/]	$46,700.00
3. Total direct BS&E proposed program cost (2+3)	$285,289.01
4. Administrative costs[b/]	$13,418.34
5. Total BS&E proposed program costs (3+4)	$298,707.35
6. Less: Boat Taxes (Form 801.4)	$29,850.00
7. Total Net Proposed Program Cost (5-6)	$268,857.35

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.
b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

Jeremy Briese
Jeremy Briese (Nov 29, 2022 11:25 PST)
SIGNATURE

Nov 29, 2022
DATE

Jeremy R. Briese
TYPED NAME

209-966-3615
TELEPHONE

Revised 2019

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

California State Parks and Recreation

State of California - Natural Resources Agency

Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 2023-2024

Agency Mariposa County Sheriff's Office **County** Mariposa

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Deputy Sheriff	501-Step 5	12.00	$6,511.14	$78,133.68
2.	Deputy Sheriff	501-Step 5	12.00	$6,511.14	$78,133.68
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21. Total			24.00		$156,267.36

22. Average Customary Fringe Benefit Percent 52.68000000%

23. Total Proposed Personnel Costs $238,589.01

Revised 2019

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

California State Parks and Recreation

State of California - Natural Resources Agency

Boating Safety and Enforcement Aid Program
Proposed Operations, Maintenance and Equipment Costs -- 801.3
Fiscal Year 2023-2024

Agency Mariposa Co. Sheriff **County** Mariposa

Patrol Vessels: Fuel $12,000.00 + Repair $5,000.00 + Storage _____ = $ 17,000.00

Vehicles: Miles 20,000 Mileage Allowance 0.585 = 11,700.00

LIST OTHER O&M AND EQUIPMENT

1. River/Lake Rescue Equipment	$	2,500.00
2. Training	$	4,000.00
3. Clothing/Foul Weather Gear	$	500.00
4. Misc. Expense	$	2,000.00
5. Communications	$	1,000.00
6. Utilities	$	3,000.00
7. Maintenance of Building/Heating, Electrical, Locks, etc	$	1,000.00
8. Private Vehicle Use: Training Symposium	$	1,000.00
9. First Aid Supplies	$	500.00
10. Equipment	$	1,000.00
11. Office Supplies	$	500.00
12. Small Tools	$	500.00
13. Hull Insurance	$	500.00
14.	$	
15.	$	
16.	$	
17.	$	
18.	$	
19.	$	
20.	$	
21.	$	
22.	$	
23.	$	
24.	$	
25.	$	
Total	$	46,700.00

Revised 2019

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

California State Parks and Recreation

State of California - Natural Resources Agency

Fiscal Year 2023-2024

Agency Mariposa County Sheriff's Office

County Mariposa

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year **$ 29,850.00**

Certification

I attest that I am a duly authorized representative of the auditor's office of

_____ county/city;

and that this calculation results in the best estimate of boat tax revenues for the fiscal year noted.

Rebecca Ramirez
SIGNATURE

November 29, 2022
DATE

Rebecca Ramirez
TYPED NAME AND TITLE

209-966-7606
TELEPHONE

Revised 2019

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

FY 24 Boating Grant Application

Final Audit Report 2022-11-29

Created:	2022-11-29
By:	Mike Charman (mcharman@mariposacounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJKYHNoyt8-_mQERdF4MPGaT0rxHFKKcA

"FY 24 Boating Grant Application" History

Document created by Mike Charman (mcharman@mariposacounty.org)
2022-11-29 - 5:35:07 PM GMT- IP address: 64.118.100.36

Document emailed to Jeremy Briese (jbriese@mariposacounty.org) for signature
2022-11-29 - 5:35:25 PM GMT

Email sent to Mike Charman (mcharman@mariposacounty.org) bounced and could not be delivered
2022-11-29 - 5:35:54 PM GMT

Email viewed by Jeremy Briese (jbriese@mariposacounty.org)
2022-11-29 - 7:25:37 PM GMT- IP address: 64.118.100.36

Document e-signed by Jeremy Briese (jbriese@mariposacounty.org)
Signature Date: 2022-11-29 - 7:25:51 PM GMT - Time Source: server- IP address: 64.118.100.36

Agreement completed.
2022-11-29 - 7:25:51 PM GMT

Adobe Acrobat Sign

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

Attachment: Boating item for Sheriff (RES-2022-727 : Authorize the Sheriff to Apply for Financial Aid from the California State Parks and

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-728

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Rescind 21-686 and Adopt a New List of Conflict of Interest Filers

---

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution 2021-686; Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code.

This action changes the Planning Department List of Filers by removing filing requirements for non-management positions.

The action is recommended based on a skewed table in an interdepartmental email (Exhibit C), resulting in an inaccurate reading of requested disclosure categories for the department. The table indicated category 4 but should have been shifted to the right which would have indicated none. This action is also recommended based on the requirements of California Code of Regulations Section 18730 and impacted staff positions' authority and responsibilities. This action is retroactive to the 2020-2021 filing period.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/21/21 Resolution No. 2021-686 Approving the Conflict-of-Interest List of Filers and Disclosure Categories and Adopting the Code of Regulations Section 18730 that Constitutes the Mariposa County Conflict of Interest Code.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

County staff who are not legally required to file a Form 700 based on their position authority and responsibilities will be required to file.

ATTACHMENTS:
18730 (PDF)
Changes made to Exhibit B (PDF)
Exhibit B (PDF)
Exhibit C (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
EXCUSED: Miles Menetrey

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.2

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property3 is required to be reported,4 the statement shall contain the following:

1. A statement of the nature of the investment or interest;

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,5 the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,6 the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $500.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

Attachment: 18730 (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

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This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

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[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

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9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

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18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

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nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

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Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

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April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NONE
A.		**ADMINISTRATION**					
		County Administrative Officer		87200 Filer			
		Assistant County Administrative Officer	X				
		Executive Assistant					X
		-Administrative Analyst I/II/ Housing Development Specialist	X				
		Administrative Analyst I/II / Economic Development	X				
		Administrative Analyst I/II / Grant Writer	X				
		Technical Services Manager	X				
		Information Systems Specialist					X
		Network Administrator I/II					X
		Senior Information Specialist					X
		PC Technician					X
B.		**AGRICULTURAL COMMISSIONER**					
		Agricultural Commissioner / Sealer of Weights & Measurements	X				
		Deputy Agricultural Commissioner / Sealer	X				
		Agricultural and Standards Inspector I/II					X
		Agricultural and Standards Program Technician I/II					X
		Senior Agricultural and Standards Inspector					X
C.		**ASSESSOR/RECORDER**					
		Assessor/Recorder	X				
		Assistant Assessor / Recorder	X				
		Appraiser I/II/III	X				
		Auditor-Appraiser	X				
		Cadastral Drafting Technician I/II					X
		Assessment Recording Office Manager					X
		Assessment Recording Clerk I/II/III					X
D.		**AUDITOR**					
		Auditor	X				
		Assistant Auditor	X				
		Accountant I/II					X
		Accounting Technician III					X
		Accounting Technician I/II					X
		Senior Account Clerk					X
		Payroll Specialist					X
E.		**BOARD OF SUPERVISORS**					
		Supervisor - District 1		87200 Filer		expanded	
		Supervisor - District 2		87200 Filer		expanded	
		Supervisor - District 3		87200 Filer		expanded	
		Supervisor - District 4		87200 Filer		expanded	
		Supervisor - District 5		87200 Filer		expanded	
F.		**Clerk of the Board**	X				
		Deputy Clerk of the Board I/II					X
G.		**BUILDING DEPARTMENT**					
		Building Director	X				
		Building Inspector	X				
		Senior Development Services Technician					X
		Development Services Technician					X
		Plan Checker/ Inspector					X
H.		**CHILD SUPPORT SERVICES**					
		Child Support Services Director		Merced County			
		Child Support Supervisor	X				
		Child Support Specialist I/II and III					X
I.		**COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES**					
		Deputy Director / Community Services	X				

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Office Technician					X
		Program Assistant I/II					X
		Senior Nutrition Cook/Site Supervisor					X
		Kitchen Assistant					X
		Transit System Bus Driver					X
J.		**COUNTY COUNSEL**					
		County Counsel		87200 Filer			
		Assistant County Counsel	X				
		Legal Executive Assistant					X
K.		**DISTRICT ATTORNEY**					
		District Attorney		87200 Filer			
		Assistant District Attorney	X				
		Deputy District Attorney I/II					X
		District Attorney Investigator					X
		Legal Executive Assistant					X
		Legal Secretary I/II					X
		Senior Office Assistant					X
		Victim Witness Services Coordinator					X
		Victim Witness Advocate					X
L.		**UC Cooperative Extension**					
		Farm Advisor	X				
		Office Technician		X			
		4-H Coordinator					X
M.		**FIRE PROTECTION**					
		Fire Prevention Inspector I/II					X
		Office Technician					X
		Office Assistant I/II					X
N.		**HEALTH & HUMAN SERVICES**					
		Administration Division					
		Health & Human Services Director	X				
		County Health Officer	X				
		Division Director of Administration	X				
		Deputy Director of Administration	X				
		Senior Administrative Analyst	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II (Fiscal)	X				
		Staff Development Coordinator					X
		Accountant I/II					X
		Executive Assistant					X
		Social Worker Supervisor I					X
		Eligibility Specialist III					X
		Social Worker III					X
		Fraud Investigator					X
		System Support Analyst					X
		Accounting Technician I/II					X
		Administrative Technician					X
		Office Technician					X
		Program Assistant I					X
		Office Assistant II					X
		Senior Account Clerk					X
		Senior Office Assistant					X
		Staff Services Analyst I/II					X
		Administrative Analyst I/II					X
		Maintenance Worker I/II/III					X
		Relief Transit System Bus Driver					X
		Driver					X

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Human Services Division					
		Division Director of Human Services	X				
		Deputy Director of Adults & Aging	X				
		Deputy Director of Public Assistance	X				
		Staff Services Analyst I/II					
		Social Worker Supervisor I/II					X
		Office Technician Supervisor					X
		Program Manager					X
		Program Administrator					X
		Services Support Analyst					X
		System Support Analyst					
		Senior Office Assistant					X
		Eligibility Specialist Supervisor					
		Eligibility Specialist I/II/III					
		Social Worker I/II/III/IV					X
		Office Technician					X
		Program Specialist I/II					X
		Office Assistant II					X
		Legal Secretary II					X
		Program Assistant I/II					X
		Senior Nutrition Cook					X
		Kitchen Assistant					X
		Health Services Division					
		Division Director of Health Services	X				
		Deputy Director of Behavioral Health	X				
		Deputy Director of Public Health	X				
		Public Health Emergency Preparedness & Response Coordinator	X				
		Environmental Health Manager	X				
		Public Health Educator	X				
		Public Health Nursing Manager	X				
		Senior Environmental Health Specialist	X				
		Registered Environmental Health Specialist	X				
		Senior Administrative Analyst	X				
		Social Worker Supervisor II					X
		Office Tech Supervisor					X
		Program Administrator					X
		Staff Services Analyst I/II					X
		System Support Analyst					X
		Senior Office Assistant					X
		Office Assistant II					X
		Office Technician					X
		Mental Health Clinician					X
		Public Health Nurse I/II					X
		Mental Health Assistant I/II/III					X
		Mental Health Aide					X
		Psychiatric Mental Health Nurse Practitioner					X
		Licensed Vocational Nurse					X
		Nurse Practitioner					X
		Alcohol & Drug Specialist II					X
		Program Specialist I/II/III					X
		Development Services Technician					X
O.		**LIBRARY**					
		County Librarian	X				
		Senior Library Assistant					X
		Library Assistant I/II					X
P.		**HUMAN RESOURCES/RISK MANAGEMENT**					
		Human Resources Director	X				
		Senior Administrative Analyst	X				
		Administrative Analyst I/II	X				

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NONE
Q.		**PLANNING DEPARTMENT**					
		Planning Director	X				
		Deputy Planning Director	X				
		Senior Planner	X				
		Planner III				~~X~~	X
		Planner II				~~X~~	X
		Planner I				~~X~~	X
		Senior GIS Specialist				~~X~~	X
		GIS Specialist I/II				~~X~~	X
		Executive Assistant				~~X~~	X
		Office Technician				~~X~~	X
		Code Compliance Technician				~~X~~	X
		Community Design and Development Planner				~~X~~	X
R.		**PROBATION DEPARTMENT**					
		Chief Probation Officer	X				
		Assistant Chief Probation Officer	X				
		Deputy Probation Officer I/II/III					X
		Senior Office Assistant					X
		Probation Technician					X
		Executive Assistant					X
		Accounting Technician I/II					X
S.		**PUBLIC WORKS**					
		Administrative Division					
		Director of Public Works & Transportation	X				
		Deputy Director of Public Works	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II	X				
		Executive Assistant					X
		Administrative Technician					X
		Accounting Technician I/II					X
		Office Assistant II					X
		Senior Account Clerk					X
		Accountant I/II					X
		Roads Division-Operations					
		Public Works Superintendent	X				
		Roads & Bridges Manager	X				
		Maintenance & Construction Supervisor					X
		Maintenance Worker I/II/III					X
		Fleet Division					
		Fleet Manager	X				
		Equipment Mechanic Supervisor					X
		Equipment Mechanic/Heavy Equipment					X
		Equipment Service Worker					X
		Account Clerk I/II					X
		Transportation Planning					
		Transportation Planner	X				
		Surveyor-Engineering Services Division					
		County Engineer	X				
		County Surveyor	X				X
		Associate Engineer					X
		Junior Engineer					X
		Engineering Technician I/II/III					X
		Survey Technician					X
		Facility Maintenance					
		Facilities and Recreation Services Manager	X				
		Maintenance Supervisor					X
		Maintenance Worker I/II/III					X
		Supervising Custodian					X
		Custodian					X
		Parks & Recreation					
		Recreation Supervisor					X

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		DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES			
		CLASSIFICATION	1	2	3	4	NONE
		Solid Waste & Recycling					
		Solid Waste and Recycling Manager	X				
		Public Works Superintendent	X				
		Maintenance Worker I/II/III					X
		Account Clerk I/II					X
		Utilities					
		Utilities Manager	X				
		Senior Plant Operator					X
		Plant Operator I/II					X
T.		**SHERIFF/CORONER/PUBLIC ADMINISTRATOR**					
		Sheriff/Coroner/Public Administrator	X				
		Sheriff's Undersheriff	X				
		Sheriff's Captain	X				
		Sheriff's Sergeant					X
		Sheriff's Detective					X
		Sheriff's Deputy					X
		Executive Assistant					X
		Administrative Technician					X
		Office Technician					X
		Office Assistant I/II					X
		Sheriff's Dispatcher					X
		Sheriff's Evidence Technician					X
		Animal Control Officer					X
		Sheriff's Bailiff					X
		Jail Division					
		Jail Lieutenant	X				
		Custodial Sergeant					X
		Custodial Deputy					X
U.		**TRIAL COURTS (Courts File Directly to the State)**					
		Superior Court Judge		87200	Filer		
		Superior Court Judge		87200	Filer		
		Family Law Commissioner		87200	Filer		
		Court Executive Officer	X				
		Court Executive Assistant					X
		Court Administrative Assistant					X
		Court System Analyst					X
		Administrative Court Clerk/Jury Commissioner					X
		Court Supervisor					X
		Court Reporter					X
		Court Clerks III/II/I					X
V.		**TREASURER, TAX COLLECTOR & COUNTY CLERK**					
		Treas. Tax Collector & County Clerk		87200	Filer	expanded	
		Assistant Treasurer, Tax Collector & County Clerk	X				
		Chief Deputy Treasurer/Tax Collector	X				
		Deputy Treasurer	X				X
		Accounting Technician III/II/I					X
		Account Clerk I/II					X
		Elections Clerk I/II					X
AA.		**ASSESSMENT APPEALS BOARD**					
		Board Members (5 Members)	X				
BB.		**JOHN C. FREMONT HEALTHCARE DISTRICT**					
		Chief Executive Officer	X				
		Chief Financial Officer	X				
		Chief Information Officer	X				
		Chief Nursing Officer	X				

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION		1	2	3	4	NONE
	Chief Human Resources Officer	X				
	Director (5 Directors)	X				
CC.	**LOCAL AGENCY FORMATION COMMITTEE**					
	Executive Director	X				
	Private Citizen Member (2 Members)	X				
	Board of Supervisors (4 Members)		87200 Filer		expanded	
	Citizen Alternate					X
DD.	**LOCAL CHILD CARE PLANNING COUNCIL**					
	Members (10)	X				
	Alternates (10)	X				
EE.	**MARIPOSA COUNTY GRAND JURY**					
	Grand Jury Member (11 Members)	X				
FF.	**MARIPOSA COUNTY PLANNING COMMISSION**					
	Commissioners (5 Members)		87200 Filer			
GG.	**MARIPOSA PUBLIC UTILITIES DISTRICT**					
	Board of Directors (5 Members)	X				
	General Manager	X				
HH.	**YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT**					
	Board of Directors (5 Members)	X				
	General Counsel	X				
II.	**LAKE DON PEDRO COMMUNITY SERVICES**					
	Board of Directors (5 Members)	X				
	General Manager	X				
	Treasurer	X				
	Attorney	X				
	Secretary	X				
JJ.	**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**					
	Superintendent	X				
	Chief Business Officer	X				
	Director, Educational Services	X				
	Director, Special Education	X				
	Asst Superintendent	X				
	Principal & Teaching Principals (7 positions)		X			
	Board of Trustees/Education (5 Members)	X				
	Citizens' Bond Oversight Committee	X				
KK.	**MARIPOSA COUNTY FIRST 5 COMMISSION**					
	Executive Director	X				
	School Readiness Teacher/Director	X				
	Commissioner	X				
	County Counsel	X				
	Administrative Assistant	X				
	Fiscal Analyst	X				
LL.	**MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT**					
	Board of Directors (5)	X				
	Office Manager					X
	Associate Directors					X
	IRWMP Project Manager					X
	Farm Bill Assistant					X
	County Counsel	X				

Attachment: Changes made to Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES			
CLASSIFICATION	1	2	3	4	NONE

Attachment: Changes made to Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
A.		**ADMINISTRATION**					
		County Administrative Officer		87200 Filer			
		Assistant County Administrative Officer	X				
		Executive Assistant					X
		-Administrative Analyst I/II/ Housing Development Specialist	X				
		Administrative Analyst I/II / Economic Development	X				
		Administrative Analyst I/II / Grant Writer	X				
		Technical Services Manager	X				
		Information Systems Specialist					X
		Network Administrator I/II					X
		Senior Information Specialist					X
		PC Technician					X
B.		**AGRICULTURAL COMMISSIONER**					
		Agricultural Commissioner / Sealer of Weights & Measurements	X				
		Deputy Agricultural Commissioner / Sealer	X				
		Agricultural and Standards Inspector I/II					X
		Agricultural and Standards Program Technician I/II					X
		Senior Agricultural and Standards Inspector					X
C.		**ASSESSOR/RECORDER**					
		Assessor/Recorder	X				
		Assistant Assessor / Recorder	X				
		Appraiser I/II/III	X				
		Auditor-Appraiser	X				
		Cadastral Drafting Technician I/II					X
		Assessment Recording Office Manager					X
		Assessment Recording Clerk I/II/III					X
D.		**AUDITOR**					
		Auditor	X				
		Assistant Auditor	X				
		Accountant I/II					X
		Accounting Technician III					X
		Accounting Technician I/II					X
		Senior Account Clerk					X
		Payroll Specialist					X
E.		**BOARD OF SUPERVISORS**					
		Supervisor - District 1		87200 Filer		expanded	
		Supervisor - District 2		87200 Filer		expanded	
		Supervisor - District 3		87200 Filer		expanded	
		Supervisor - District 4		87200 Filer		expanded	
		Supervisor - District 5		87200 Filer		expanded	
F.		**Clerk of the Board**	X				
		Deputy Clerk of the Board I/II					X
G.		**BUILDING DEPARTMENT**					
		Building Director	X				
		Building Inspector	X				
		Senior Development Services Technician					X
		Development Services Technician					X
		Plan Checker/ Inspector					X
H.		**CHILD SUPPORT SERVICES**					
		Child Support Services Director		Merced County			
		Child Support Supervisor	X				
		Child Support Specialist I/II and III					X
I.		**COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES**					
		Deputy Director / Community Services	X				

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Office Technician					X
		Program Assistant I/II					X
		Senior Nutrition Cook/Site Supervisor					X
		Kitchen Assistant					X
		Transit System Bus Driver					X
J.		**COUNTY COUNSEL**					
		County Counsel		87200 Filer			
		Assistant County Counsel	X				
		Legal Executive Assistant					X
K.		**DISTRICT ATTORNEY**					
		District Attorney		87200 Filer			
		Assistant District Attorney	X				
		Deputy District Attorney I/II					X
		District Attorney Investigator					X
		Legal Executive Assistant					X
		Legal Secretary I/II					X
		Senior Office Assistant					X
		Victim Witness Services Coordinator					X
		Victim Witness Advocate					X
L.		**UC Cooperative Extension**					
		Farm Advisor	X				
		Office Technician		X			
		4-H Coordinator					X
M.		**FIRE PROTECTION**					
		Fire Prevention Inspector I/II					X
		Office Technician					X
		Office Assistant I/II					X
N.		**HEALTH & HUMAN SERVICES**					
		Administration Division					
		Health & Human Services Director	X				
		County Health Officer	X				
		Division Director of Administration	X				
		Deputy Director of Administration	X				
		Senior Administrative Analyst	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II (Fiscal)	X				
		Staff Development Coordinator					X
		Accountant I/II					X
		Executive Assistant					X
		Social Worker Supervisor I					X
		Eligibility Specialist III					X
		Social Worker III					X
		Fraud Investigator					X
		System Support Analyst					X
		Accounting Technician I/II					X
		Administrative Technician					X
		Office Technician					X
		Program Assistant I					X
		Office Assistant II					X
		Senior Account Clerk					X
		Senior Office Assistant					X
		Staff Services Analyst I/II					X
		Administrative Analyst I/II					X
		Maintenance Worker I/II/III					X
		Relief Transit System Bus Driver					X
		Driver					X

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Human Services Division					
		Division Director of Human Services	X				
		Deputy Director of Adults & Aging	X				
		Deputy Director of Public Assistance	X				
		Staff Services Analyst I/II					
		Social Worker Supervisor I/II					X
		Office Technician Supervisor					X
		Program Manager					X
		Program Administrator					X
		Services Support Analyst					X
		System Support Analyst					
		Senior Office Assistant					X
		Eligibility Specialist Supervisor					
		Eligibility Specialist I/II/III					
		Social Worker I/II/III/IV					X
		Office Technician					X
		Program Specialist I/II					X
		Office Assistant II					X
		Legal Secretary II					X
		Program Assistant I/II					X
		Senior Nutrition Cook					X
		Kitchen Assistant					X
		Health Services Division					
		Division Director of Health Services	X				
		Deputy Director of Behavioral Health	X				
		Deputy Director of Public Health	X				
		Public Health Emergency Preparedness & Response Coordinator	X				
		Environmental Health Manager	X				
		Public Health Educator	X				
		Public Health Nursing Manager	X				
		Senior Environmental Health Specialist	X				
		Registered Environmental Health Specialist	X				
		Senior Administrative Analyst	X				
		Social Worker Supervisor II					X
		Office Tech Supervisor					X
		Program Administrator					X
		Staff Services Analyst I/II					X
		System Support Analyst					X
		Senior Office Assistant					X
		Office Assistant II					X
		Office Technician					X
		Mental Health Clinician					X
		Public Health Nurse I/II					X
		Mental Health Assistant I/II/III					X
		Mental Health Aide					X
		Psychiatric Mental Health Nurse Practitioner					X
		Licensed Vocational Nurse					X
		Nurse Practitioner					X
		Alcohol & Drug Specialist II					X
		Program Specialist I/II/III					X
		Development Services Technician					X
O.		**LIBRARY**					
		County Librarian	X				
		Senior Library Assistant					X
		Library Assistant I/II					X
P.		**HUMAN RESOURCES/RISK MANAGEMENT**					
		Human Resources Director	X				
		Senior Administrative Analyst	X				
		Administrative Analyst I/II	X				

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NONE
Q.		**PLANNING DEPARTMENT**					
		Planning Director	X				
		Deputy Planning Director	X				
		Senior Planner	X				
		Planner III					X
		Planner II					X
		Planner I					X
		Senior GIS Specialist					X
		GIS Specialist I/II					X
		Executive Assistant					X
		Office Technician					X
		Code Compliance Technician					X
		Community Design and Development Planner					X
R.		**PROBATION DEPARTMENT**					
		Chief Probation Officer	X				
		Assistant Chief Probation Officer	X				
		Deputy Probation Officer I/II/III					X
		Senior Office Assistant					X
		Probation Technician					X
		Executive Assistant					X
		Accounting Technician I/II					X
S.		**PUBLIC WORKS**					
		Administrative Division					
		Director of Public Works & Transportation	X				
		Deputy Director of Public Works	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II	X				
		Executive Assistant					X
		Administrative Technician					X
		Accounting Technician I/II					X
		Office Assistant II					X
		Senior Account Clerk					X
		Accountant I/II					X
		Roads Division-Operations					
		Public Works Superintendent	X				
		Roads & Bridges Manager	X				
		Maintenance & Construction Supervisor					X
		Maintenance Worker I/II/III					X
		Fleet Division					
		Fleet Manager	X				
		Equipment Mechanic Supervisor					X
		Equipment Mechanic/Heavy Equipment					X
		Equipment Service Worker					X
		Account Clerk I/II					X
		Transportation Planning					
		Transportation Planner	X				
		Surveyor-Engineering Services Division					
		County Engineer	X				
		County Surveyor	X				X
		Associate Engineer					X
		Junior Engineer					X
		Engineering Technician I/II/III					X
		Survey Technician					X
		Facility Maintenance					
		Facilities and Recreation Services Manager	X				
		Maintenance Supervisor					X
		Maintenance Worker I/II/III					X
		Supervising Custodian					X
		Custodian					X
		Parks & Recreation					
		Recreation Supervisor					X

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Solid Waste & Recycling					
		Solid Waste and Recycling Manager	X				
		Public Works Superintendent	X				
		Maintenance Worker I/II/III					X
		Account Clerk I/II					X
		Utilities					
		Utilities Manager	X				
		Senior Plant Operator					X
		Plant Operator I/II					X
T.		**SHERIFF/CORONER/PUBLIC ADMINISTRATOR**					
		Sheriff/Coroner/Public Administrator	X				
		Sheriff's Undersheriff	X				
		Sheriff's Captain	X				
		Sheriff's Sergeant					X
		Sheriff's Detective					X
		Sheriff's Deputy					X
		Executive Assistant					X
		Administrative Technician					X
		Office Technician					X
		Office Assistant I/II					X
		Sheriff's Dispatcher					X
		Sheriff's Evidence Technician					X
		Animal Control Officer					X
		Sheriff's Bailiff					X
		Jail Division					
		Jail Lieutenant	X				
		Custodial Sergeant					X
		Custodial Deputy					X
U.		**TRIAL COURTS (Courts File Directly to the State)**					
		Superior Court Judge		87200	Filer		
		Superior Court Judge		87200	Filer		
		Family Law Commissioner		87200	Filer		
		Court Executive Officer	X				
		Court Executive Assistant					X
		Court Administrative Assistant					X
		Court System Analyst					X
		Administrative Court Clerk/Jury Commissioner					X
		Court Supervisor					X
		Court Reporter					X
		Court Clerks III/II/I					X
V.		**TREASURER, TAX COLLECTOR & COUNTY CLERK**					
		Treas. Tax Collector & County Clerk		87200 Filer		expanded	
		Assistant Treasurer, Tax Collector & County Clerk	X				
		Chief Deputy Treasurer/Tax Collector	X				
		Deputy Treasurer	X				X
		Accounting Technician III/II/I					X
		Account Clerk I/II					X
		Elections Clerk I/II					X
AA.		**ASSESSMENT APPEALS BOARD**					
		Board Members (5 Members)	X				
BB.		**JOHN C. FREMONT HEALTHCARE DISTRICT**					
		Chief Executive Officer	X				
		Chief Financial Officer	X				
		Chief Information Officer	X				
		Chief Nursing Officer	X				

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Chief Human Resources Officer	X				
		Director (5 Directors)	X				
CC.		**LOCAL AGENCY FORMATION COMMITTEE**					
		Executive Director	X				
		Private Citizen Member (2 Members)	X				
		Board of Supervisors (4 Members)		87200 Filer		expanded	
		Citizen Alternate					X
DD.		**LOCAL CHILD CARE PLANNING COUNCIL**					
		Members (10)	X				
		Alternates (10)	X				
EE.		**MARIPOSA COUNTY GRAND JURY**					
		Grand Jury Member (11 Members)	X				
FF.		**MARIPOSA COUNTY PLANNING COMMISSION**					
		Commissioners (5 Members)		87200 Filer			
GG.		**MARIPOSA PUBLIC UTILITIES DISTRICT**					
		Board of Directors (5 Members)	X				
		General Manager	X				
HH.		**YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT**					
		Board of Directors (5 Members)	X				
		General Counsel	X				
II.		**LAKE DON PEDRO COMMUNITY SERVICES**					
		Board of Directors (5 Members)	X				
		General Manager	X				
		Treasurer	X				
		Attorney	X				
		Secretary	X				
JJ.		**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**					
		Superintendent	X				
		Chief Business Officer	X				
		Director, Educational Services	X				
		Director, Special Education	X				
		Asst Superintendent	X				
		Principal & Teaching Principals (7 positions)		X			
		Board of Trustees/Education (5 Members)	X				
		Citizens' Bond Oversight Committee	X				
KK.		**MARIPOSA COUNTY FIRST 5 COMMISSION**					
		Executive Director	X				
		School Readiness Teacher/Director	X				
		Commissioner	X				
		County Counsel	X				
		Administrative Assistant	X				
		Fiscal Analyst	X				
LL.		**MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT**					
		Board of Directors (5)	X				
		Office Manager					X
		Associate Directors					X
		IRWMP Project Manager					X
		Farm Bill Assistant					X
		County Counsel	X				

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES			
CLASSIFICATION	1	2	3	4	NONE

Attachment: Exhibit B (RES-2022-728 : Rescind 21-686 and Adopt a New List of Conflict of Interest Filers)

	1	2	3
PLANNING DEPARTMENT			
Planning Director	X		
Deputy Planning Director	X		
Senior Planner			X
~~Associate~~ Planner III			X
~~Assistant~~ Planner II			X
~~Planning Technician~~ Planner I			X
Senior GIS Specialist			X
GIS Specialist I/II			X
Executive Assistant			X
~~Senior~~ Office ~~Assistant~~ Technician			
Code Compliance Technician			
Community Design and Development Planner			X

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-706

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution and Tile Plaque for Keith Williams Upon His Retirement

---

RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Keith Williams, Upon His Retirement as Treasurer - Tax Collector - County Clerk (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring department heads.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a department head.

ATTACHMENTS:
Keith Williams (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13255

MARIPOSA COUNTY RESOLUTION NUMBER 22-

A RESOLUTION RECOGNIZING KEITH M. WILLIAMS FOR HIS OUTSTANDING SERVICE AS THE MARIPOSA COUNTY TREASURER, TAX COLLECTOR & COUNTY CLERK

WHEREAS KEITH M. WILLIAMS, after spending most summers of his youth at his family's ranch in Hunter's Valley, moved to Mariposa in 1989, met his wife Janet and was married in 1993; and

WHEREAS KEITH began working for the Mariposa County Auditor in 1991 as a full time Auditor Recording Technician, and then reclassified as an Accounting Tech I later that year. In 1994, Keith was reclassified to the position of Accounting Tech II and then to Accounting Tech III in 1996. In 2002, he transferred from the Auditor's office to the Treasures office as an Accounting Tech III and in 2003, was promoted to the Assistant Treasurer/Tax Collector/County Clerk. Keith was elected in 2006 and took office as the Treasurer/Tax Collector/County Clerk in January 2007; and

WHEREAS KEITH earned his Bachelor of Science degree in Business Administration from Saint Joseph's College of Maine, attending online courses while maintaining employment with the County; and

WHEREAS KEITH was successful in the implementation of Mariposa County's long sought-after ability to accept property tax payments online; and

WHEREAS KEITH has supervised the expansion of the County Clerk duties, including increased marriage licenses, business name statements, new FPPC reporting, passport processing, California Fish & Wildlife reports, and other responsibilities; and

WHEREAS KEITH has overseen and regulated the County's investment portfolio as it grew from $28 million to $65 million during his time as County Treasurer; and

WHEREAS KEITH was responsible for conducting more than 26 successful elections for Mariposa County, including two elections under stringent COVID-19 restrictions; and

WHEREAS KEITH has refinanced Mariposa County's USDA loans for bonds, as well as the CSA-3 loan for the County's 11 new fire trucks and a water tender, allowing them to be paid in full a year early; and

WHEREAS KEITH was an integral part of the successful conversions that led to the County's new property tax system as well as the countywide accounting system. In addition, he led the acquisition of a new, highly effective voting system, followed by the success of Mariposa County's elections all-mail model under California's Voters Choice Act; and

WHEREAS KEITH will be remembered for his integrity of character as well as his dedication to doing the best possible job and the great affection and respect he had for his staff; and

WHEREAS KEITH will now enjoy his retirement spending time with his wife, attending Porsche events in his new car, and playing golf when he is able.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **KEITH M. WILLIAMS** upon his retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 20th day of December 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Keith Williams (RES-2022-706 : Resolution and Tile Plaque for Keith Williams Upon His Retirement)

MARIPOSA COUNTY

Building · 209-966-3934

ORDINANCE 2022-1181

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Building Director

RE: An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County Code

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10 and 15.30 of the Mariposa County Code".

The California State Building Standards Commission adopts a new edition of the California Building Code ("CBC") every three years. Local jurisdictions are mandated to adopt the new edition of the CBC. Mariposa County adopts the CBC in Title 15 of the Mariposa Code.

The proposed amendments to Title 15 make the following changes:

1. Throughout chapters 15.10 and 15.30, references to California Building Code, 2019 Edition have been changed to 2022 Edition.
2. Section 15.10.080 adds "Appendices 'AV', Board of Appeals, and 'AX', Swimming Pool Safety Act".

   The Swimming Pool Safety Act was formerly optional for local adoption. The 2022 edition makes it's local adoption mandatory.

   Former versions of Appendix AV, Board of Appeals, required the five members of the Board of Appeals to be engineers. This requirement was impractical for Mariposa County and the local ordinance required each member to "be qualified by experience, profession, association with, and training to pass upon matters".

   The new version of Appendix AV relaxes the requirements for membership on the appeals board. It now requires that the board "shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction". The 2022 version of Appendix AV also contains procedural rules for the conduct of meetings by the Board of Appeals. Appendix AV is similar to the provisions of the current 15.10.060.

   With the adoption of Appendix AV in section 15.10.080, the provisions of 15.10.060 become redundant. Therefore, 15.10.060 is deleted in its entirety.
3. Sections 15.10.100, 15.10.110, 15.10. 130, 15.10.150, 15.10. 160, 15.10.180, 15.10.190, and 15.10.200 delete "and appendixes". Not all appendices attached to the CBC have been adopted by the state or locally by the county. The

reference to "and appendixes" has caused confusion with local code users. Some have argued that the existence of “and appendixes” in the title, even without state or local adoption, requires the building official to follow the terms of the appendix. To avoid confusion, the reference to "and appendixes" is deleted.

4. 15.30.010 adds "'H' - Hazardous Materials Data Plan". This is a new requirement of the Fire Code in the 2022 edition.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The adoption of the model codes has been approved in the past, as mandated by state law, for enforcement in Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The county would be unable to provide the desired level of service and enforcement required for the safety and welfare of the community. To maintain amendments that Mariposa County adopted in the past regarding permit expiration dates, the permit exemption for 400 square foot carports, notices of non-conformance, safety assessments for use after a disaster, and the use of travel trailers when constructing a dwelling, this adoption is required.

ATTACHMENTS:
2022 Adoption Amendments Final (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTERS 15.10 AND 15.30 OF THE MARIPOSA COUNTY CODE

WHEREAS the Board of Supervisors desire to amend Chapters 15.10 and 15.30 of the Mariposa County Code; and

WHEREAS this adoption will protect the health, safety, and welfare of the citizens of Mariposa County; and

WHEREAS the standards of building within the county must conform with state law except where local conditions warrant more restrictive regulations, and, therefore, the Board of Supervisors should adopt by reference the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures; and

WHEREAS, the adoption of the 2022 edition of the California Building Code will protect the health, safety and welfare of the citizens of Mariposa County by regulating and governing the conditions and maintenance of all property, buildings and structures by: (1) providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation or use; (2) providing for the condemnation of buildings and structures unfit for human occupancy or use and demolition of such structures in Mariposa County; and (3) providing for the issuance of permits and collection of fees; and

WHEREAS this amendment incorporates updates to a regulatory program by adopting by reference the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures, there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 15.10 of the Mariposa County Code is hereby amended to read as follows:

15.10.010 Conflicting Provisions

The provisions of this title are to operate in conjunction with the provisions of the California Administration Code, 2022 Edition Part 1; the California Building Code, 2022 Edition Part 2, Volumes 1 and 2; the California Building Code Appendixes as adopted; the California Residential Code, 2022 Edition Part 2.5; the California Residential Code; the California Electrical Code, 2022 Edition Part 3; the California Mechanical Code, 2022 Edition Part 4; the California Plumbing Code, 2022 Edition Part 5; the California Energy Code, 2022 Edition Part 6; the California Historical Building Code, 2022 Edition Part 8; the California Existing Building Code, 2022 Edition Part 10; the California Green

Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

Building Code, 2022 Edition Part 11; and the California Referenced Standards Code, 2022 Edition Part 12. Whenever any provision of this chapter is in conflict with the provisions of the above referenced codes, the provisions of this title shall govern.

15.10.040 California Building Code and Appendixes Adopted

Except as hereafter changed or modified, the California Building Code as amended by the California Building Standards Commission including the most current errata and- published by the International Code Council, 2022 Edition Part 2, Volumes 1 and 2, and Appendixes "B" Board of Appeals, “C” Group U—Agricultural Buildings and “J” Grading, are adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be known and referred to as the Building Code of the County.

15.10.050 Amendment of California Building Code, Chapter 1, Division II Scope and Administration.

California Building Code, 2022 Edition, Chapter 1, Division II, Scope and Administration, is hereby adopted and amended to read as follows:

A. Section 105.1.1 Annual Permits is deleted in its entirety.

B. Section 105.1.2 Annual Permit Records is deleted in its entirety.

C. Section 105.5 Expiration is revised to read:

1. Each permit issued by the Building Department after May 1, 2009, (with certain discretionary limitations) has an expiration date of three (3) years from the date of issuance.

2. When a permit expires, a new permit will be required to complete any outstanding work, with new permit fees assessed according to a proration schedule as set forth below.

3. When a permit is issued to correct a code violation, the Building Department may require that the work be completed in less than three (3) years.

4. For any permit issued to correct a code violation that expires in less time than the usual three (3) year period, the Building Official will determine if conditions warrant extending the time duration of the permit incrementally up to the three (3) year limit.

5. Fees for expired permits are prorated using a percentage of current fees as shown in the table below. These percentages are based on the amount of work completed and approved by the Building Department.

Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

Note: Any applicable minimum electrical, plumbing, and mechanical fees will be assessed accordingly. Additional fees may be charged for plan check services on a case-by-case basis.

Exceptions:

a. The minimum building permit fee shall be based on two hours of inspection time or 100% of the current building permit fee, whichever is less.

b. The maximum building permit fee shall be based on 20 hours of inspection time or the table above, whichever is less.

15.10.060 *(RESERVED)*

15.10.070 Amendment of California Building Code, Appendix J - Grading

The 2022 California Building Code Appendix J, Grading is hereby adopted and amended for enforcement clarification to read as follows:

(All other sub-sections of this chapter remain unchanged)

15.10.080 California Residential Code Adopted

Except as hereafter changed or modified, the California Residential Code, Part 2.5, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Chapter 1, Division II Administration, Appendixes "AV" Board of Appeals and “AX” Swimming Pool Safety Act, are adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be known and referred to as the Residential Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.100 California Electrical Code Adopted

The California Electrical Code, Part 3, as amended by the California Building Standards Commission including the most current errata and published by BNi Publications, Inc., 2022 Edition, is adopted by reference and incorporated in this Chapter as if fully set forth herein and shall be referred to as the Electrical Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.110 California Mechanical Code Adopted

The California Mechanical Code, Part 4, as amended by the California Building Standards Commission including the most current errata and published by the International Association of Plumbing and Mechanical Officials, 2022 Edition, Chapter 1, Division II, Administration, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Mechanical Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

Section 15.10.130 California Plumbing Code Adopted

The California Plumbing Code, as amended by the California Building Standards Commission including the most current errata and published by the International Association of Plumbing and Mechanical Officials, Part 5, 2022 Edition, Chapter 1, Division II, Administration, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Plumbing Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.150 California Energy Code Adopted

The California Energy Code, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Part 6, are adopted by reference and incorporated in this Chapter as if fully set forth herein and shall be referred to as the Energy Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.160 California Historical Building Code Adopted

The California Historical Building Code, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Part 8, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Historical Building Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.180 California Existing Building Code Adopted

The California Existing Building Code, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Part 10, is adopted by reference and incorporated in this Chapter as if fully set forth herein and shall be referred to as the Existing Building Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.190 California Green Building Standards Code Adopted

The California Green Building Standards Code, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Part 11, is adopted by reference and incorporated in this Chapter as if fully set forth herein and shall be referred to as the Green Building Standards Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.200 California Referenced Standards Code Adopted

The California Referenced Standards Code, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, Part 12, 2022 Edition, is adopted by reference and incorporated in this Chapter as if fully set forth

Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

herein and shall be referred to as the Referenced Standards Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

SECTION II: Chapter 15.30 of the Mariposa County Code is hereby amended to read as follows:

15.30.010 Adoption of Fire Code

A. Except as hereafter changed or modified, the California Fire Code, 2022 Edition, Chapter 1 –80 as adopted by the State Fire Marshal Title 19 and Title 24, Appendixes "D" Fire Apparatus Access Roads, "F" Hazard Ranking, "G" Cryogenic Fluids – Weight and Volume Equivalents, "H" – Hazardous Materials Data Plan, and "I" Fire Protection Systems – Noncompliant Conditions, is adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Fire Code of the County.

a. Chapter 1, Division I and II, adopted in its entirety with the exception of Section 111 MEANS OF APPEALS.

b. Chapters 2-4, adopt entire chapters.

c. Chapter 26 adopt entire chapters.

B. NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting, 2022 Edition, and shall be the preferred methodology.

SECTION III: *The purpose of this Ordinance is to adopt by reference the 2022 edition of the California Building Standards Code, Title 24 of the California Code of Regulations and NFPA 1142* 2022 *Edition, subject to the definitions, clarifications, and the amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of Mariposa County. The Ordinance is adopted under the authority of Government Code Section 50022.2 and Health and Safety Code Sections 17958.7 and 18941.5.*

SECTION IV: *This Ordinance shall be the exclusive source of regulations for all new construction and any alterations, repairs, relocations, or reconstruction of any building or any portion thereof including any electrical, mechanical, gas, plumbing, or fire protection equipment installed on any property or used on or within any building within the County of Mariposa.*

SECTION V: *In the event of any conflict between this Ordinance and any law, rule or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.*

SECTION VI: *If any section, subsection, sentence, clause, or phrase contained in this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance, and any section, subsection, clause, or phrase thereof, irrespective of the fact*

Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

SECTION VII: *Nothing in this Ordinance or in the California Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby amended as cited in this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.*

SECTION VIII: *The provisions of this Ordinance are enacted for the public health, safety, and welfare and are to be liberally construed to obtain the beneficial purposes thereof.*

SECTION IX: *The provisions of this Ordinance shall not be construed as imposing upon Mariposa County any liability or responsibility for damage to persons or property resulting from defective work, nor shall Mariposa County or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this Ordinance of any permits or certificates issued under this Ordinance.*

SECTION X: *Pursuant to Government Code section 25123, this ordinance shall become effective 30 days after enactment.*

SECTION XI: *The Board of Supervisors finds that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines.*

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

_____

STEVE DAHLEM, County Counsel

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Attachment: 2022 Adoption Amendments Final (2022-ORD-1181 : An Ordinance Amending Chapters 15.10 and 15.30 of the Mariposa County

MARIPOSA COUNTY

Building · 209-966-3934

ORDINANCE 2022-1182

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Building Director

RE: An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging Stations

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "an Ordinance Creating Section 15.14 of County Code to Provide an Expedited and Streamlined Permitting Process for Electric Vehicle Charging Stations".

As part of the requirements of AB2188, the Building Department must adopt a checklist to determine eligibility for the expedited process and a standard plan. Concurrent with the Board's adoption of the ordinance, staff, is taking the measures to meet all requirements of Assembly Bills 1236 and 970 by January 1, 2023. This includes creating the web page that will contain the application checklist in conjunction with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook", measures for electrical compliance, and standard items for fire prevention safety. Building inspection staff are also developing procedures for expedient and thorough inspection of the electric vehicle charging stations. The checklist is attached for your information and review.

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. Assembly Bill 970 amended the date to January 1, 2023. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. Assembly Bill 970 amended the date to January 1, 2023. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with

which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850.7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research. The proposed checklist is attached for approval by the Board as part of this ordinance.

In the past the Board has approved adoption of ordinances as mandated by the State.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not adopted, the County would be in violation of State Law.

ATTACHMENTS:
EVCharging Ord draft (DOCX)
EVCharging Ord final (DOCX)
Mariposa County EVC Permit Checklist (DOCX)
Ordinance Summary Short EVC (DOC)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY ORDINANCE NO._____

AN ORDINANCE CREATING CHAPTER 15.14 OF THE MARIPOSA COUNTY CODE TO PROVIDE AN EXPEDITED AND STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement AB 1236 and AB 970 through the creation of an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the Board of Supervisors desire to create a new Chapter 15.14 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California adopted Assembly Bills 1236 and 970, which require local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's / County's reliance on environmentally damaging fossil fuels; and

WHEREAS, this ordinance creating Chapter 15.14 of the Mariposa County Code is found to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines as there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 15.14 of the Mariposa County Code is hereby a to read as follows:

15.14 Permitting Process for Electric Vehicle Charging Stations

15.14.010 DEFINITIONS.

A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

DRAFT

Attachment: EVCharging Ord draft (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

B. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. "Electronic submittal" means the utilization of one or more of the following:

a). Electronic mail or email.

b). The internet.

c). Facsimile.

The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

15.14.020 PURPOSE.

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

15.14.030 EXPEDITED PERMITTING PROCESS.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The County's adopted checklist shall be published on the County's website.

15.14.040 ELECTRONIC SUBMITTALS.

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.14.050 PERMIT APPLICATION PROCESSING.

DRAFT

Attachment: EVCharging Ord draft (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

15.14.060 TECHNICAL REVIEW.

A. It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the County may require the applicant to apply for a use permit.

B. In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.14.070 ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS.

A. Electric vehicle charging station equipment shall meet the requirements of the current, adopted California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the current California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the current California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

DRAFT

Attachment: EVCharging Ord draft (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the current California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION II: Any provision of the County of Mariposa County Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION III: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The County Board of Supervisors hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code 25123.

Passed and adopted by the Board of Supervisors of Mariposa County this _____ day of _____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

DRAFT

Attachment: EVCharging Ord draft (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

MARIPOSA COUNTY ORDINANCE NO._____

AN ORDINANCE CREATING CHAPTER 15.14 OF THE MARIPOSA COUNTY CODE TO PROVIDE AN EXPEDITED AND STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement AB 1236 and AB 970 through the creation of an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS the Board of Supervisors desires to create a new Chapter 15.14 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California adopted Assembly Bills 1236 and 970, which require local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the County's reliance on environmentally damaging fossil fuels; and

WHEREAS this ordinance creating Chapter 15.14 of the Mariposa County Code is found to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines as there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 15.14 of the Mariposa County Code is hereby created to read as follows:

15.14 Permitting Process for Electric Vehicle Charging Stations

15.14.010 DEFINITIONS.

A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built-in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

Attachment: EVCharging Ord final (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

B. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. "Electronic submittal" means the utilization of one or more of the following:

a). Electronic mail or email.

b). The internet.

c). Facsimile.

The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

15.14.020 PURPOSE.

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

15.14.030 EXPEDITED PERMITTING PROCESS.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The County's adopted checklist shall be published on the County's website.

15.14.040 ELECTRONIC SUBMITTALS.

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

Attachment: EVCharging Ord final (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

Attachment: EVCharging Ord final (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

15.14.050 PERMIT APPLICATION PROCESSING.

A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

15.14.060 TECHNICAL REVIEW.

A. It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the County may require the applicant to apply for a use permit.

B. In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.14.070 ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS.

A. Electric vehicle charging station equipment shall meet the requirements of the current, adopted California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the current California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the current California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the current California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION II: Any provision of the County of Mariposa County Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION III: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The County Board of Supervisors hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code 25123.

Passed and adopted by the Board of Supervisors of Mariposa County this 20th day of December 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: EVCharging Ord final (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle Charging

COUNTY OF MARIPOSA

RESIDENTIAL AND NON-RESIDENTIAL CHECKLIST FOR PERMITTING ELECTRIC VEHICLES AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the *"Plug-In Electric Vehicle Infrastructure Permitting Checklist"* contained in the *Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook"* and is purposed to augment the guidebook's checklist.

Job Address:	Permit No.
☐ Single-Family ☐ Multi-Family (Apartment) ☐ Multi-Family (Condominium) ☐ Commercial (Single Business) ☐ Commercial (Multi-Businesses) ☐ Mixed-Use ☐ Public Right-of-Way	
Location and Number of EVSE to be Installed: Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____	
Description of Work:	

Attachment: Mariposa County EVC Permit Checklist (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric

Applicant Name:	
Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: ☐ Level 1 (120V) ☐ Level 2 (240V) ☐ Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: ☐ Wall Mount ☐ Pole Pedestal Mount ☐ Other _____	

System Voltage: ☐ 120/240V, 1ϕ, 3W ☐ 120/208V, 3ϕ, 4W ☐ 120/240V, 3ϕ, 4W ☐ 277/480V, 3ϕ, 4W ☐ Other _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps
Rating of Circuit for EVSE: _____ Amps / _____ Poles
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. *(or verify with Inspector in field)*

Attachment: Mariposa County EVC Permit Checklist (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:
• Connected Load of Existing Panel Supplying EVSE = _____ Amps
• Calculated Load of Existing Panel Supplying EVSE = _____ Amps
• Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps *(Provide Demand Load Reading from Electric Utility)*
Total Load (Existing plus EVSE Load) = _____ Amps
For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" https://www.opr.ca.gov

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum Ampacity of EVSE Conductor = # _____ AWG
For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil - or - : Size of Existing Feeder Conductor Supplying EVSE Panel = # _____ AWG or kcmil *(or Verify with Inspector in field)*

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____

09-30-2016

Attachment: Mariposa County EVC Permit Checklist (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE CREATING CHAPTER 15.14 OF THE MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, December 20th, 2022, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance creating chapter 15.14 of the Mariposa County Code as follows:

Creation of Chapter 15.14 – "Permitting Process for Electric Vehicle Charging Stations" with the following Subsections:

15.13.010 Definitions

15.13.020 Purpose To adopt an expedited, streamlined electric vehicle charging stations permitting process that complies with Assembly Bills 1236, and 970.

15.13.030 Expedited Permitting Process This applies to the permitting of electric vehicle charging stations.

15.13.040 Electronic Submittals This allows the electronic submittal of permit applications.

15.13.050 Permit Application Processing This details the requirements for the Building Department to implement the process.

15.13.060 Technical Review Removing obstacles to permitting charging stations.

15.13.070 Electric Vehicle Charging Station Installation Requirements This details the requirements for the installation of the Electric Vehicle Charging Stations.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California

Danielle Bondshu
Clerk of the Board

Attachment: Ordinance Summary Short EVC (2022-ORD-1182 : An Ordinance Creating Section 15.14 for Permitting Process for Electric Vehicle

MARIPOSA COUNTY

District Attorney · (209) 966-3626

ORDINANCE 2022-1183

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: An Ordnance in Accordance with AB 481

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance in Accordance with AB 481, Titled "An Ordinance Adopting the Mariposa County District Attorney's Office Military Equipment Use Policy."

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment use policy,” at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070, subdivision (c).

Assembly Bill 481 allows the governing body of a county to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved Ordinances as required by Assembly Bills in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text as desired. If the Board elects not to introduce the ordinance, the District Attorney's Office will not be compliant with the requirements of AB481.

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:

DA AB 481 Proposed Ordnance (PDF)
Summary of Proposed Ordinance - DA (PDF)
Military Equipment Use Policy Draft DA (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY ORDINANCE NO. _____
(Not to be codified)

AN ORDINANCE ADOPTING THE MARIPOSA COUNTY DISTRICT ATTORNEY'S OFFICE MILITARY EQUIPMENT USE POLICY

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Findings.

(a) On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

(b) Assembly Bill 481 reflects a legislative recognition of the impact of military equipment on public safety, welfare, civil rights, and civil liberties. Assembly Bill 481 also reflects legislative intent to ensure that appropriate legal safeguards are in place to govern the use of military equipment in communities and to ensure that the public has a right to participate and provide meaningful input on a law enforcement agency's decision to fund, acquire, or use military equipment.

(c) Assembly Bill 481, codified at Government Code Section 7070-7075, requires law enforcement agencies to obtain approval of the applicable governing board, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as that term is defined in Government Code Section 7070.

(d) Assembly Bill 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

(e) The Mariposa County District Attorney's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County District Attorney's Office Policy 706.

(f) Mariposa County District Attorney's Office Policy 706 was published on the Mariposa County District Attorney's Office internet website on October 17, 2022, and the policy is available for inspection from the District Attorney's Office.

(g) The Mariposa County District Attorney's Office Policy 706 meets the requirements of California Government Code Section 7070, subdivision (d).

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Attachment: DA AB 481 Proposed Ordnance (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

SECTION II: Adoption of the Mariposa County District Attorney's Office Military Equipment Use Policy.

(a) Based on the findings above and the military equipment use policy the Board of Supervisors determines as follows:

1. The military equipment identified in Mariposa County District Attorney's Office Policy 706 is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. Mariposa County District Attorney's Office Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Mariposa County District Attorney's Office Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) Based on the preceding determinations, the Board hereby approves and adopts the military equipment use policy known as Mariposa County District Attorney's Office Policy 706.

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: DA AB 481 Proposed Ordnance (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF A PROPOSED ORDINANCE ADOPTING THE MARIPOSA COUNTY DISTRICT ATTORNEY'S OFFICE MILITARY EQUIPMENT USE POLICY

Notice is hereby given that on Tuesday, December 20, 2022, at 9:00 am or as soon thereafter as may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to adopt the Mariposa County District Attorney's Office Military Equipment Use Policy.

Section I: The Mariposa County District Attorney's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County District Attorney's Office Policy 706.

Section II: The Board adopts the military equipment use policy known as Mariposa County District Attorney's Office Policy 706.

A certified copy of the full text of this ordinance is available for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

Attachment: Summary of Proposed Ordinance - DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

Military Equipment

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

DRAFT

Attachment: Military Equipment Use Policy Draft DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

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706.2 POLICY

State

It is the policy of the Mariposa County District Attorney's Office Investigations Unit that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief Investigator should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mariposa County District Attorney's Office Investigations Unit (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief Investigator and ensuring that the report is made available on the office website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

State MODIFIED

The following constitutes a list of qualifying equipment for the Office:

1. Unmanned, remotely piloted, powered aerial or ground vehicles

a. Description, quantity, capabilities, and purchase cost of current UAS:

i. DJI Mavic 3, system cost $5,000.68 each, quantity: 1. Weighs approximately 895 grams and is capable of recording video, with approximately 46 minutes of flight time.

DRAFT

Attachment: Military Equipment Use Policy Draft DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

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b. Purpose

To be deployed when its view would assist Investigators with the following situations, which include but are not limited to:

i. Major collision investigations.

ii. Search for missing persons.

iii. Natural disaster management.

iv. Crime scene documentation.

v. Tactical or other public safety and life preservation missions.

vi. In response to specific requests from local, state, or federal fire authorities for fire response and prevention.

c. Authorized Use

Only assigned operators or visual observers who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span

All UAS equipment estimated, 3-5 years. No indicated lifespan from the manufacturer. Lifespan varies depending on operational wear and usage.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately $0-500.

f. Training

All department UAS operators are licensed by the Federal Aviation Administration for UAS operation.

706.5 APPROVAL

State MODIFIED

The Chief Investigator or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief Investigator or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

DRAFT

Attachment: Military Equipment Use Policy Draft DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

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The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

State MODIFIED

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. The following is a list of military equipment approved for use in Mariposa County by other law enforcement agencies, as long as the agency has proper authority for use from their originating jurisdiction:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature.
- Firearms and ammunition of_.50 caliber or greater.
- Specialized firearms and ammunition of less than_.50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.

DRAFT

Attachment: Military Equipment Use Policy Draft DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

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- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

706.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief Investigator or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief Investigator or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

706.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

DRAFT

Attachment: Military Equipment Use Policy Draft DA (2022-ORD-1183 : An Ordnance in Accordance with AB 481)

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MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-729

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution to Hire Retired Annuitant as Psychiatrist

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution and Approve an Agreement to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Jonathan Harry retires as the Chief Psychiatrist at Central California Women's Prison on December 29, 2022. Dr. Harry sees many patients as part of the Behavioral Health programs at Mariposa County Health & Human Services Agency. This item will allow Dr. Harry to continue care of these patients without the normal delay required for retired annuitants.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

A similar action was approved on January 9, 2018, for Tonya Harmon-Knox to complete training for her successor in the Child Support Services Department. Also, an item was approved on December 6, 2022 for Sarah Williams to complete updates in the General Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. HHSA Behavioral Health will not have an on-site psychiatrist and continuity of care will not be achieved.

FINANCIAL IMPACT:
No fiscal impact. There is sufficient funding for this extra help position. There will be no impact to the County General Fund.

ATTACHMENTS:
Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) (DOC)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

Attachment: Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) [Revision 2] (RES-2022-729 : Resolution to

EXTRA-HELP EMPLOYMENT AGREEMENT

This **AGREEMENT** is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," and Jonathan Harry herein referred to as "**EMPLOYEE**," for services to be provided to Mariposa County.

WITNESSETH:

WHEREAS, COUNTY is in need of services to be provided to the Health & Human Services Agency, and

WHEREAS, EMPLOYEE is qualified and desires to provide services to the Health & Human Services Agency;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the **PARTIES** hereto agree as follows:

1. **EMPLOYEE** agrees to provide the services described in Paragraph 2 below, and to perform the tasks as set out therein, to **COUNTY**, commencing **01/01/2023**, and terminating **06/30/2023**.

2. **EMPLOYEE** shall not be entitled to work in excess of **960** HOURS. Said services and/or tasks shall be conducted at the direction of the Health & Human Services Director who shall be responsible for administering the terms of this **AGREEMENT**.

3. Services and/or tasks to be performed by **EMPLOYEE**: Scope of work as defined in Exhibit "A" attached hereto.

4. **EMPLOYEE** is an extra-help employee of the **COUNTY** and as such shall not receive insurance benefits, vacation leave, or most benefits which regular full-time **COUNTY** employees receive. **EMPLOYEE** does receive paid sick leave pursuant to the *Healthy Workplaces/Healthy Families Act of 2014* and the *Paid Sick Leave Policy for Mariposa County Extra-Help Employees*. **EMPLOYEE** understands and agrees the **EMPLOYEE** is not entitled to job rights of regular full-time **COUNTY** employees, including, but not limited to, grievance procedures.

5. **EMPLOYEE** shall receive workers' compensation benefits.

6. **COUNTY** agrees to pay **EMPLOYEE** an hourly rate of **Two Hundred Seventy Dollars and 86 Cents ($270.86)** per hour, for services described above. Payments will be made upon submission of an "HOURLY TIME SHEET," and shall be submitted to the Auditor as prescribed by the Auditor's monthly payment schedule.

7. Any notifications which need to be forwarded to a **PARTY** to this **AGREEMENT** shall be provided as follows:

COUNTY: County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

EMPLOYEE: Jonathan Harry
5585 Bear Creek Drive
Catheys Valley, CA 95306

8. This **AGREEMENT** may be terminated immediately by **EITHER PARTY** hereto, with or without cause. In such circumstance, **EMPLOYEE** shall be reimbursed by **COUNTY** for the hours worked prior to termination in accordance with this **AGREEMENT**.

9. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by **EMPLOYEE** as a result of this **AGREEMENT**, shall become the property of **COUNTY** and **COUNTY** shall retain all rights to dispose, print or publish, or otherwise utilize it as it deems appropriate.

10. **COUNTY** shall provide working space, supplies, materials and other such support, as can reasonably be provided to **EMPLOYEE** in the performance of the services and tasks as described herein. **COUNTY** shall reimburse **EMPLOYEE** for all authorized travel and other authorized expenses incurred in the performance of the services and tasks as described herein, as prescribed by **COUNTY** policy.

11. This **AGREEMENT** is an Extra-Help Employment **AGREEMENT** between **COUNTY** and **EMPLOYEE** for the services of **EMPLOYEE**. No other person, associate or firm may be substituted by **EMPLOYEE** at any time without the express written consent of **COUNTY**.

12. This **AGREEMENT** shall be interpreted pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the **PARTIES** hereto have hereunto executed this **AGREEMENT**.

EMPLOYEE	**COUNTY OF MARIPOSA**
_____	_____
Jonathan Harry	Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors
_____	_____
Date	Date

Attachment: Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) [Revision 2] (RES-2022-729 : Resolution to

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-730

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding - CDRT

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Child Abuse Prevention Council, Mariposa County District Attorney's Office, and Valley Children's Hospital to delineate the conditions for the Child Death Review Team (CDRT); and authorize the Director of HHSA, the Sheriff, and the District Attorney to sign the MOU.

Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. The CDRT reviews the deaths of all children from birth through 17 years of age.

CDRT meetings will be coordinated and facilitated by a representative from Mariposa County Health and Human Services Agency, Child Welfare Services. Data and outcome reports will be released yearly. Although all parties to this MOU will review and assist in the writing of data and outcome reports, Mariposa County Health and Human Services Agency, Child Welfare Services, will take the lead in finalizing and releasing reports.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the county may not be able to explore prevention activities for child deaths.

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

ATTACHMENTS:
MOU - CD Review Nov 30 2022v7 (PDF)

REF ID# 13593

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

Memorandum Of Understanding
Child Death Review

Purpose:

The death of a child is profoundly tragic. Further, it is the community's responsibility to identify children/youth at risk for illness and injury, and to develop prevention efforts to keep children/youth healthy, safe, and protected. Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County District Attorney's Office, Mariposa County Child Abuse Prevention Council, and Valley Children's Hospital enter this Memorandum of Understanding (MOU) to establish a Child Death Review Team (CDRT).

Through a comprehensive, broad, and multidisciplinary review of child/youth deaths, we will better understand how and why children die and use our findings to act to prevent other deaths and improve the health and safety of our community's children/youth.

The Child Death Review Team seeks to:

- Ensure that all child abuse related deaths are identified;
- Enhance the investigations of all child deaths through multi-agency review;
- Improve the understanding of how and why children die;
- Develop a statistical description of all child deaths as an overall indicator of the status of children;
- Provide for the safety and protection of siblings or other children potentially involved in the death;
- Develop recommendations and influence policies and programs to improve child health, safety, and protection; and
- Develop and influence policies and program that prevent future child deaths.

The CDRT reviews the deaths of all children from birth through 17 years of age.

CDRT meetings will be coordinated and facilitated by a representative from Mariposa County Health and Human Services Agency, Child Welfare Services. Data and outcome reports will be released yearly. Although all parties to this MOU will review and assist in the writing of data and outcome reports, Mariposa County Health and Human Services Agency, Child Welfare Services, will take the lead in finalizing and releasing reports.

CDRT meetings will be scheduled quarterly at the Mariposa County Health and Human Services Agency on the first Tuesday of the quarter, with a virtual option. If a meeting is not needed during the quarter, any member of this MOU can provide notice to cancel the meeting until the next quarterly meeting.

Attachment: MOU - CD Review Nov 30 2022v7 (RES-2022-730 : Memorandum of Understanding - CDRT)

Access to Information:

All members of the CDRT will have access to records and information that is relevant to the review of a child death. These records shall include birth certificates, relevant medical, substance use and behavioral health records, review of law enforcement agency investigations, records of coroner or medical examiner investigations, records of court services, records of child welfare services provided to the child or the child's family, and any other records relevant to the child's death. Each agency may determine the best method of distribution of records, in accordance with confidentiality and safety of the child/youth. For example, medical updates may be provided to the team verbally. If medical records are requested, records requests are submitted by the CDRT through the normal channels. No confidential and/or case specific information will be recorded in the minutes of the meeting. Follow-up cases will be recorded on future agendas by name, date of death, case history, and the agency responsible for follow-up. CDRT representatives will destroy all agendas, death certificates and other confidential materials related to case reviews following each meeting.

Any evidence that the CDRT discovers that suggests child abuse or any other criminal activity will be turned over to the appropriate law enforcement agency within 24 hours of discovery. A Suspected Child Abuse Report shall be submitted immediately. Review of the case may be deferred until the law enforcement agency indicates the review may proceed.

When a CDRT case is the subject of a law enforcement and/or child welfare investigation in which it may not be appropriate for the agency to share information with the team, the CDRT will consider requests for deferral of review. The agency with the open investigation (law enforcement/child welfare) will make the request for deferral.

Statutory Authorization:

Penal Code 11174.32 authorizes counties to develop protocol necessary for the development and implementation of interagency child death review teams, including the requirement that local CDRT's participate in the statewide child abuse and neglect monitoring system by submitting information on child abuse and neglect deaths.

SB39 (2007) requires California's child welfare agencies to release certain records about each child who dies from abuse or neglect. This information will be made available upon request and in accordance with the law.

CDRT meetings are closed to the public. These meetings are not subject to the laws regarding open meetings.

At each CDRT meeting, all participating members will sign a confidentiality agreement.

Ground Rules:

Attachment: MOU - CD Review Nov 30 2022v7 (RES-2022-730 : Memorandum of Understanding - CDRT)

Members of the CDRT agree to:

- Attend regularly
- Share all relevant information
- Stay focused and keep all comments on topic and sensitive to the nature of the CDRT's task
- Listen actively
- Be prepared for discussion
- Be willing to explore other's basis for conclusions, yet willing to question members respectfully
- Discuss all fatalities objectively with respect for the deceased, their families, the community, and all agencies involved.
- Respect the confidentiality of all cases.

Each party shall defend, indemnify and hold harmless the other, its officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, without limitation including payment of reasonable attorneys' fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, agents, employees and volunteers. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

Insurance:

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.

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.

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.
Term:

Attachment: MOU - CD Review Nov 30 2022v7 (RES-2022-730 : Memorandum of Understanding - CDRT)

The term of this MOU is October 1, 2022 through September 30, 2025.

Data:

Data will be collected via a CDRT data collection form. Attachment (TBD). Data will be collected for the development of a full range of prevention efforts.

CDRT Forms:

1. Sample Agenda
2. CDRT Agreement
3. Confidentiality Agreement
4. Confidentiality Statement
5. Meeting Summary Sheet and Tracking
6. Annual Report Outline
7. Prevention Matrix

Attachment: MOU - CD Review Nov 30 2022v7 (RES-2022-730 : Memorandum of Understanding - CDRT)

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

_____ _____

Jeremy Briese, Sheriff Date
Mariposa County
Sheriff's Office

_____ _____

Joe Lynch, Director Date
Mariposa County Health and Human
Services Agency

_____ _____

Walter Wall, District Attorney Date
Mariposa County
District Attorney's Office

_____ _____

Beverly Haydon-Pugh, Vice President Date
Chief Nursing Officer & Chief Transformations Officer
Valley Children's Hospital

_____ _____

Megan Atkinson, Executive Director Date
Mariposa County
Child Abuse Prevention Council

_____ _____

Rosemarie Smallcombe, Chair Date
Mariposa County
Board of Supervisors

Attachment: MOU - CD Review Nov 30 2022v7 (RES-2022-730 : Memorandum of Understanding - CDRT)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire. 127 homes and 66 outbuildings were destroyed.

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Prescribed Burn Funds

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction Related to Funding for Prescribed Burning.

On November 29, 2022, the Board discussed and approved several budget balancing adjustments. Part of that discussion was the possibility of using funds not claimed by the Fire Safe Council for prescribed burning. The Board requested additional information and discussion prior to approving that course of action.

This item is intended to provide that information and opportunity for discussion. Per the attached spreadsheet, which was prepared by the farm advisor, the total request of $56,076.72 includes $23,142.32 in supplies and $32,934.40 in dedicated staffing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Fiscal Year 2022-2023 (FY23) budget includes seventy thousand dollars ($70,000) intended for the Mariposa County Fire Safe Council (MCFSC). Since the budget was adopted in June 2022, MCFSC has withdrawn its request for funding.

During the discussion of routine balancing adjustments on November 29, 2022, Supervisor Long suggested that some of the funds intended for MCFSC could be used for prescribed burning instead. The Board was willing to consider this alternative and suggested more information about how much funding would be required and what would be purchased with the funds

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No actions requested here. If directed to proceed, a future item to adjust the budget according to Board direction would be necessary.

ATTACHMENTS:
Fire Supplies Equipment Budget Request (PDF)

Agenda Item - No Resolution Requested

RESULT: **DIRECTION GIVEN**

UCCE Mariposa Fire Program

Requested Supplies and Equipment Budget

(Items highlighted in green are high priority)

Item	Price/unit	Quantity	Total Cost	URL
Bar oil (1L)	$ 20.00	5	$ 100.00	https://www.forestry-suppliers.com/p/94515/88680/echo-bar-chain-oil
Gloves	$ 4.95	36	$ 178.20	https://www.forestry-suppliers.com/p/91014/40450/pip-unlined-leather-drivers-gloves
Safety glasses	$ 1.50	144	$ 216.00	https://www.forestry-suppliers.com/p/23274/84440/radians-mirage-safety-glasses
Foam Earplugs (50 pair)	$ 8.50	2	$ 17.00	https://www.forestry-suppliers.com/p/94156/82771/radians-foam-earplugs
Chain saw files (box of 12)	$ 18.35	2	$ 36.70	https://www.forestry-suppliers.com/p/75263/72043/notch-chain-saw-files
Felling wedges	$ 5.00	6	$ 30.00	https://www.forestry-suppliers.com/p/75120/66992/high-impact-wedge/orange
Bleeding control kit	$ 70.00	2	$ 140.00	https://www.forestry-suppliers.com/p/24925/46131/first-aid-only-bleeding-control-kit
Gasoline and diesel (1 gallon)	$ 5.50	100	$ 550.00	Cost estimated
Two-stroke mix (for chainsaw; 6 pack)	$ 18.50	5	$ 92.50	https://www.amazon.com/Echo-6450001-Power-Blend-Gallon/dp/B006ZAMO80/ref=sr_1_3?crid=KFMDQ1LJS4FC&keywords=two-stroke%2Bmix&qid=1669729292&sprefix=two-stroke%2Bmi%2Caps%2C174&sr=8-3&th=1
Snacks and drinks for participants on burn days	$ 50.00	6	$ 300.00	Cost estimated
Collapsible backpack firefighting pump with standard piston pump	$ 190.00	5	$ 950.00	https://www.forestry-suppliers.com/p/85130/15781/indian-smokechaser-5-gallon-collapsible-backpack-firefighting-pump
12” flat bastard files	$ 19.00	10	$ 190.00	https://www.forestry-suppliers.com/p/33986/36651/nicholson-mill-bastard-file
10-hour Fuel moisture sticks	$ 47.00	2	$ 94.00	https://www.forestry-suppliers.com/p/89071/fuel-moisture-scale-ten-hour-fuel-moisture-sticks
Fiber tape rolls (3 pack)	$ 16.75	2	$ 33.50	https://www.amazon.com/dp/B096NCPBR8/ref=redir_mobile_desktop?_encoding=UTF8&aaxitk=72a5e7425b904296045136e8f1fce105&content-id=amzn1.sym.552bcbb2-81a1-4e8b-b868-3fba7d5af42a%3Aamzn1.sym.552bcbb2-81a1-4e8b-b868-3fba7d5af42a&hsa_cr_id=8652404830501&pd_rd_plhdr=t&pd_rd_r=9d3f778f-629b-4e24-a42d-82690d8d95e1&pd_rd_w=nZDll&pd_rd_wg=vtEVY&qid=1669728089&ref_=sbx_be_s_sparkle_mcd_asin_1_rating&sr=1-2-9e67e56a-6f64-441f-a281-df67fc737124&th=1
Fusees (case of 72)	$ 236.00	1	$ 236.00	https://www.forestry-suppliers.com/p/85009/15861/forest-fire-torch
Rogue hoe field hoe	$ 60.00	2	$ 120.00	https://www.forestry-suppliers.com/p/85181/21011/rogue-hoe-field-hoes
Pulaski	$ 96.00	2	$ 192.00	https://www.forestry-suppliers.com/p/85274/49750/council-usfs-pulaski-axe
Rogue hoe hoe/rake	$ 74.50	2	$ 149.00	https://www.forestry-suppliers.com/p/85168/76561/rogue-hoe-7-hoe/rake
5-gallon Jerry Cans	$ 60.00	2	$ 120.00	https://www.forestry-suppliers.com/p/93258/63010/briggs-stratton-press-n-pour-jerry-can
200-gallon skid unit fire pump for truck	$ 9,800.00	1	$ 9,800.00	https://www.forestry-suppliers.com/p/95128/28393/cet-forest-pack-200-gallon-skid-unit-fire-pump
Bendix-King wildland firefighting basic radio kit	$ 3,400.00	2	$ 6,800.00	https://www.49ercommunications.com/bkr5000-wildland-firefighting-basic-radio-kit.html
		SUBTOTAL	**$ 20,344.90**	
		Tax (8.75%)	$ 1,780.18	
		Additional 5% adjustment for cost increases and shipping	$ 1,017.25	
		TOTAL	**$ 23,142.32**	

PBA Coordinator Salary @26.56 **$32,934.40**

Total **$ 56,076.72**

Attachment: Fire Supplies Equipment Budget Request (13628 : Prescribed Burn Funds)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Closed Session - Building Director

[ ] **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))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: Building Director (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 law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Performance Evaluation - County Librarian

[ ] **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))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: Interim County Librarian (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 law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-707

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution and Tile Plaque for Marshall Long Upon His Retirement

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RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Marshall Long, Upon His Retirement as District III Supervisor (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring department heads.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a department head.

ATTACHMENTS:
Marshall Long (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13254

MARIPOSA COUNTY RESOLUTION NUMBER 2022-
A RESOLUTION RECOGNIZING MARSHALL LONG FOR HIS OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS MARSHALL LONG was elected to the Mariposa County Board of Supervisors in November of 2014 and took office in January of 2015, served as Board Chair in 2017 and 2021, and served as Vice Chair in 2016 and 2020; and

WHEREAS MARSHALL, served as Chair of the Local Transportation Commission, Mariposa County Water Agency, and the Mariposa County Air Pollution Control District, and Vice-Chair of the Mariposa County Water Agency; and

WHEREAS MARSHALL served the County on the following committees: Safety Committee, Local Agency Formation Commission, Board of Equalization (for Assessment Appeals), and Creative Placemaking Strategy Advisory Committee; and

WHEREAS MARSHALL served on the following agencies: Calaveras-Mariposa Community Action Agency, Central Sierra Economic Development District Committee (CSEDD), Job Connection Mariposa Governing Board (Mother Lode Job Training), Joint Powers Authority of the Central Sierra Economic Development District (CSEDD), Rural County Representatives of California (RCRC), Central Sierra Connect (CSC) Policy and Technical Committees, Yosemite/Mariposa County Tourism Bureau, California State Association of Counties (CSAC), Golden State Finance Authority (GSFA), and San Joaquin Valley Regional Association of California Counties; and

WHEREAS MARSHALL served as Board Liaison to Mariposa Public Utility District (MPUD), the State Mineral Museum, Chamber of Commerce, Yosemite Mariposa Airport, County Fire, Fiscal and Educational, General Government, Health and Human Services, Infrastructure, and Water; and

WHEREAS MARSHALL worked on issues pertaining to the following County projects: Transit Study Group, Economic Development Administration Construction Grant award of $6,296,347.00 for Downtown Renovation, Catheys Valley Community Plan, airport improvement, fuel load reduction, road and bridge maintenance, Williamson Act, historical parcels, Way Finding signs in historic Mariposa, Mariposa Creek Parkway, letters of support and opposition for pertinent legislation, General Plan/Zoning Amendments, implement Action Minute format for the Board of Supervisors meeting minutes, consolidation of two departments to create the Health and Human Services Agency (HHSA), and selection of several department head/directors; and

WHEREAS MARSHALL helped contend with the impacts associated with the mass tree mortality, severe drought conditions, the Detwiler fire of 2018, the Ferguson fire of 2019, the Creek fire of 2020, the Oak fire of 2022, severe storm damage of 2017 and 2018, the Mono Winds event of 2021, the Shelter Crisis, and COVID-19; and

WHEREAS MARSHALL will enjoy his retirement spending time with his wife Robin, and his grandchildren.

NOW, **THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes, congratulates, and thanks **MARSHALL LONG** for his dedication and service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 20th day of December 2022 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I

WAYNE FORSYTHE, District IV

VACANT, District II

MILES MENETREY, District V

Attachment: Marshall Long (RES-2022-707 : Resolution and Tile Plaque for Marshall Long Upon His Retirement)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Discussion Regarding Possibly Terminating Shelter Crisis Local Emergency

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RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding the Possible Termination of 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.

Mariposa County owns property adjacent to the Health and Human Services Building known as APNs 012-142-026 and 012-142-027. This property was acquired for park purposes. This location was the site of a temporary homeless shelter while building a permanent shelter.

Since 2019, Mariposa County has contracted the operation of a permanent homeless shelter with the Alliance for Community Transformations.

During COVID, congregate living standards reduced the capacity of the County shelter and citizens started camping at Frank Wilson. Health and Human Services provided power, water, toilets and hand washing stations. Since rescinding the local COVID emergency, the only service that is provided to the Frank Wilson encampment is fresh water.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 31st, 2018, Mariposa County's Public Health Officer, Dr. Eric Sergienko, declared a Health Emergency surrounding the issue of homelessness. Other communities have noted health and safety risks associated with not having adequate facilities for homeless communities. As a result, Health and Human Services began providing a temporary emergency shelter at the County owned Darrah School site, at the intersection of Darrah and Triangle Roads. Although multiple locations were

explored, this location had been chosen due to the limited site work that needed to be completed for its temporary use, as well as its quick availability.

On November 5th, 2018, in a Special Meeting, the Board of Supervisor declared a "Shelter Crisis". At that time, the Board gave direction to County Departments, under the lead of Health and Human Services, to move the shelter that was set up at Darrah Road under the Health Emergency Declaration to a site near town and commence operations within 30 days.

On November 13, 2018, Board of Supervisors approved temporary shelter solution of identified property through Resolution No. 2018 - 553.

Possible Discussion Points
1. The County terminates the proclamation and close the camp since Connection is open. The most likely outcome is that the individuals there will move to the creek or private property.
2. The County doesn't terminate the proclamation and the Board asks the County to run the encampment per the past emergency shelter guidelines. The most likely outcome would be half would stay and half would move to the creek or private property. The previous cost was $450k annually.
3. The Board moves to end all services for homeless and the 20 individuals at Connections and 10 at the encampment move out to the street, creek, or private property.
4. The County doesn't terminate the proclamation and the site is cleaned but maintained as is.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to rescind the Shelter emergency will limit the scope of action the County can take to address the Frank Wilson encampment.

FINANCIAL IMPACT:
Realignment funding will be utilized to meet this need and there will be no cost to the County General Fund.

ATTACHMENTS:
Andre - Emergency shelter (PDF)
Bernikoff - Retain the Emergency Shelter Declaration - Agen...(PDF)
Browne - Public Comment Item L2 (PDF)
Freeman - Public Comment Item L2 - (PDF)
Mendershausen - Against terminating the emergency shelter decla... (PDF)
Overstreet - Public comment - L.2 - Encampment (PDF)
Rhudy - PUBLIC COMMENT ITEM #L2_Redacted (PDF)
Tudor - Statement on Shelter Crisis Local Emergency (PDF)

RESULT: DIRECTION GIVEN

.

From: Jeannine
To: Danielle Bondshu
Subject: Emergency shelter
Date: Monday, December 19, 2022 10:17:39 AM

[You don't often get email from [redacted]. Learn why this is important at https://aka ms/LearnAboutSenderIdentification]

Hello,

I oppose terminating the emergency shelter. It would not resolve anything involving the tragic Baptist church break in. If the shelter is terminated, Mariposa will have less options to address houselessness and will increase the homeless population. We will see more unsheltered folks sleeping in public places & in doorways with no bathroom options. That puts us back to where we were before the shelter. It would also be inhuman & cruel to turn people out in freezing temperatures during such hard times.

Thank you for your consideration,

Jeannine Andre
Sent from my iPhone

Attachment: Andre - Emergency shelter (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local Emergency)

From: Heather Bernikoff
To: Board Clerk
Cc: Alison Tudor; Amazing Husband David Raboy
Subject: Retain the Emergency Shelter Declaration - Agenda Item L2, 12/20
Date: Monday, December 19, 2022 7:50:12 AM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Dear Board -

We would like you to keep the Emergency Shelter Declaration in place and work as a team with the Alliance and other stakeholders to generate strategic solutions that will address houselessness in our community. The Emergency Shelter Declaration allows for flexibility in addressing houselessness, particularly in the type of housing that can be used and what zoning ordinances allow. Especially given the 9th Circuit Court ruling that if there are not enough shelter beds, then the houseless community can legally sleep on any public property, it is of paramount importance that we work toward solutions that help people and not push them onto public sidewalks, parks and forests. We are extremely fortunate to have a local-based nonprofit organization that is addressing the unhoused crisis. The recent building of affordable housing in our Mariposa town community is an example of how solutions that benefit many are possible when we work together.

We understand that the Board is looking at this Declaration due to the tragic events surrounding the death of an unhoused person in the homeless shelter area. We appreciate you performing your oversight responsibility. The answers are never simple, and the issue needs to be examined holistically. We have seen how County HHSA and Alliance's wrap-around services have helped move people into better situations - and out of sleeping in business doorways. Nothing is perfect, and there will always be problems that occur even in the best run programs. However, having a program with the tools it needs is essential. Let's keep the Declaration in place so that it makes it easier for the Alliance to work with people in need, keep our shared community cleaner, stakeholders safer overall and continue to work as a team toward better solutions.

Thank you,
Heather Bernikoff and David Raboy

Attachment: Bernikoff - Retain the Emergency Shelter Declaration - Agen... (13596 : Discussion Regarding Possibly Terminating Shelter Crisis

From: candybrowne@icloud.com
To: Board Clerk
Subject: Public Comment Item L2
Date: Saturday, December 17, 2022 4:52:35 PM

Some people who received this message don't often get email from [redacted] Learn why this is important

Mariposa County Board of Supervisors

RE: Resolution 18-518—Continuing the Shelter Crisis Local Emergency

Dear Board Members,

My heart aches for the parents of innocent pupils attending the school at the Baptist Church on the morning of November 30, 2022. I can't imagine the torment today's parents go through when they entrust the safety of their children to schools these days.

On November 30, a young man named Joshua Antelope broke into the Mariposa Baptist Church while their school was in session and came at law enforcement in an armed and menacing manner. In the heat of the moment, he was shot and killed by a threatened deputy. The children were kept safe thanks to quick actions by adults in charge of the school, but the incident aroused overwhelming anxiety among the parents.

I fully understand the urge to correct a dyer situation immediately, and nothing is worse than a threat to a child. However, speedy solutions are not always the best ones, because people may be too overwrought to thoroughly examine all the unintended consequences before they act.

While Mr. Antelope was not from Mariposa, the news that he was a transient caused people to assume he was from the homeless encampment on Frank Wilson Road, which is near the church. The thought process seemed to be if we get rid of the encampment, the trouble will go away and the kids will be safe. There is a movement to rescind the ordinance which allows the encampment to exist.

In 2018, a year before COVID-19 was discovered, the County Board of Supervisors was informed that California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. Among other things, the shelter crisis declaration provides a legal basis for the use of some substandard facilities designated by the County as a shelter for the duration of the crisis. We had a documented number of homeless individuals in Mariposa County at that time—but no facilities that could be used as a shelter—so it made sense to issue this emergency declaration.

Therefore, 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. If the County repeals the local emergency declaration, County supported organizations may not be eligible for possible State or Federal assistance, and may not continue to offer temporary homeless shelter solutions.

One problem with this is that there are two "encampments" recognized in Mariposa. Shutting down one may threaten the success of the other. Money used to run Connections, the program that provides temporary housing and successfully re-houses folks with all sorts of support programs, might have to reduce the number of residents who currently take advantage of this assistance to find housing and return to mainstream life.

Another problem is that our homeless are mostly people with ties to Mariposa, to you and me and our families, and they aren't going anywhere. They are our neighbors; human beings with the same basic needs we all have—to eat, sleep, and have access to a bathroom. If we don't set up recognized encampments, they will have the right to sleep on public property anywhere. The courthouse lawn or the Arts Park for instance.

Attachment: Browne - Public Comment Item L2 (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local Emergency)

And if that is outlawed, they will be forced to set up on private property.

Of course the best option is for nobody to lose a job that pays the rent. (Note: inflation doesn't help.) Failing that, creating a building that is designed to be an emergency shelter is a great idea. The problem is that no local agency, public or private, has enough money to build one.

But what we could do is get together, exchange ideas, investigate resources, figure out how to build a shelter, and see it through as a united community. Instant solution? Sadly, no. Likely to be successful? You bet.

Sincerely,

Candy O'Donel-Browne, Resident of District 1

Attachment: Browne - Public Comment Item L2 (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local Emergency)

From: Lorraine Freeman
To: Board Clerk
Subject: Public Comment Item L2
Date: Saturday, December 17, 2022 4:38:07 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

There is still a shelter crisis in Mariposa County. We still have unhoused people who,if the emergency declaration is ended,will still be facing an emergency. Until we have affordable housing for all our vulnerable residents, and they are actually housed, we must continue what we have been doing(a different location would be fine).--
"There is no reason why good cannot triumph as often as evil. The triumph of anything is a matter of organization. If there are such things as angels, I hope that they are organized along the lines of the Mafia." Kurt Vonnegut

Attachment: Freeman - Public Comment Item L2 - (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local Emergency)

L.2

From: Ralph Mendershausen
To: Board Clerk
Subject: Against terminating the emergency shelter declaration
Date: Sunday, December 18, 2022 3:14:18 PM

Dear board of supervisors,

Terminating the Emergency Shelter Declaration is not a strategic solution to remedy the terrible situation that occurred at the church. We ask the board to keep the declaration in place and think of strategic solutions to address houselessness in our community. We could work together to build a larger capacity shelter. We could set up pallet shelters. We could continue to build low income housing and partner together to do outreach and try to get more folks housed.

Terminating this declaration will leave less options for us to address houselessness into the future. It would be spiteful, shortsighted, and would be all “feel good, and no good” .It will scatter homeless folks onto public land (Courthouse lawn??)It will increase our homeless population in Mariposa. Our houseless community will still be able to sleep in public places.

We can do better than this!

Ann and Ralph Mendershausen

Attachment: Mendershausen - Against terminating the emergency shelter decla... (13596 : Discussion Regarding Possibly Terminating Shelter

From: Sue Overstreet
To: Board clerk
Subject: Encampment
Date: Monday, December 19, 2022 6:54:03 AM

Some people who received this message don't often get email from [redacted] Learn why this is important

Dear Board of Supervisors,

I am writing to add my voice to those who do not want to terminate the Emergency Shelter Declaration.
The following states it best:

Tenninating the Emergency Shelter Declaration not a strategic solution to remedy the teITible situation that occuITed at the church. We need to ask the board to keep the declaration in place and think of strategic solutions to address houselessness in our community. We could work together to build a larger capacity shelter. We could set up pallet shelters. We could continue to build low income housing and partner together to do outreach and tiy to get more folks housed.

Tenninating this declaration will leave less options for us to address houselessness into the future. It will increase our homeless population in Mariposa. Our houseless community will still be able to sleep in public places.

Please consider the importance of doing ethical and humane actions for the homeless community.

Sincerely

Sue Oversti·eet
Community Member

Attachment: Overstreet - Public comment - L.2 - Encampment (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local

From: Lisa Rhudy
To: Danielle Bondshu
Subject: PUBLIC COMMENT ITEM #L2
Date: Monday, December 19, 2022 10:40:10 AM

You don't often get email from [redacted] Learn why this is important

Dear Board of Supervisors,

Thank you for your time in reading my response to the Mariposa County's Emergency Shelter Declaration.

I am strongly in favor of keeping this in place. We have had a shortage of affordable housing in our county for many years, in large part due to vacation rentals. Now this has been exacerbated by the homes destroyed in the Oak Fire. Ending the Emergency Shelter Declaration will contribute to the houseless population, specifically leaving up to fifteen people unshelterd due to the trailers at Connections shutting down. The Connections program not only provides temporary housing, but connects residents with needed services, including permanent housing. We need to keep all emergency shelters in place while working on strategic solutions to address houselessness in our community.

I urge you to find a reasonable response to our housing crisis that does not involve fear of our houseless residents. Please do not end the Emergency Shelter Declaration.

Sincerely,

Lisa Rhudy
[redacted]

Attachment: Rhudy - PUBLIC COMMENT ITEM #L2_Redacted (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local

I am sorry I cannot be present at this meeting today as this very important topic is discussed.

Let me start by saying, our hearts are with all of the people impacted by the attack at the Baptist Church- the staff, the kids, law enforcement, the entire community. No one should have to go through a terrifying experience like that.

I understand that any homeless encampment can be unsettling. There might be criminal activity taking place, there might be violence, it might be unsightly, or it could simply be a place where group of people are living together. As long as we have houseless people in our County, there will be encampments, because everyone needs a place to live.

The Alliance, through Connections is able to house many people that are currently houseless. Over the last year, 90% of the population at Connections had ties to Mariposa. When we speak about homeless people, I want to remind everyone that the majority of these folks are Mariposans. They are someone's son, daughter, brother, cousin.

I want to speak in support of continuing the Shelter Crisis Local Emergency declaration.

There is no easy solution to solve homelessness; every community is grappling with the issue. Terminating this declaration is not a strategic solution that will rid our County of homelessness and encampments with a single vote. In fact, it will likely create a larger homeless population.

The Shelter Crisis Local Emergency allows for the relaxing of some rules to allow our County to be more creative in finding economical solutions to homelessness. Our County took advantage of this when creating Connections Emergency Shelter in the Fall of 2019. Over half of the housing we provide at Connections is in trailers on the site. Should this declaration be terminated, Connections would have to evict 10-15 people in order to stay in compliance with its zoning.

If Connections has to reduce its capacity AND the encampment is closed, there will be between 18-23 homeless individuals looking for somewhere to sleep. Due to the ruling on Martin V. Boise, these individuals would be able to legally sleep on any public property including parks, the courthouse lawn, etc. In fact, people could continue to stay at the encampment as it is on public property. Thus, terminating this declaration might do nothing other than contribute to more individuals becoming unhoused.

Terminating this declaration is not a strategic solution to address homelessness. It will increase the unhoused population in our County and has the potential to have many other negative impacts within our community.

Mariposa County has worked very hard to prevent homelessness, increase housing, and create a homeless shelter. Let's not take a backward step from this progress.

There are no quick fixes. I would urge the board to continue the Shelter Crisis Local Emergency and work to find creative, strategic solutions to address homelessness.

Alison Tudor

Attachment: Tudor - Statement on Shelter Crisis Local Emergency (13596 : Discussion Regarding Possibly Terminating Shelter Crisis Local

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-14

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Recognizing Unanticipated Revenue in Fund 6610 - Airport. ($82,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State fuel flowage fees for Cal Fire helicopters during the Oak Fire ($82,000).

The Mariposa/Yosemite Airport received $82,000 owed by the State from fuel flowage fees for Cal Fire helicopters staged at the airport during the Oak Fire.

Increasing revenue and expense provides a pathway for the airport fund to pay the FBO (Airbornne Aviation) for their portion of the fuel flowage fee per their agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is a matter of routine for the Board to recognize unanticipated revenue and to increase revenue and expense by the amount of the revenue received.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would require determining another means of providing payment of $40,000 to the FBO.

FINANCIAL IMPACT:
After payment to Airborrne Aviation for their share of $82,000, the county budget increases by $42,000.

ATTACHMENTS:
Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 1/17/2023 9:00 AM

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6610	303	48185	Gas Sales		($82,000)	
6610	303	60201	Miscellaneous Expense		$82,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Recognize unanticipated revenue; increase expense

DEPT HEAD SIGNATURE _____ DATE: 11/28/22

APPROVED BY RES NO. _____ CLERK _____ DATE

6610 Airport

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (RES-2023-14 : Approve Budget Action Recognizing Unanticipated

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Request for Proposal to Conduct a Resort Hotel/Conference Center Feasibility Study

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RECOMMENDATION AND JUSTIFICATION:

Approve the Request for Proposals (RFP) to Conduct a Resort Hotel/Conference Center Feasibility Study.

In July 2017, the Mariposa County Board of Supervisors approved the Economic Vitality Strategy (EVS) Update, which included investigating market demand for a conference/event center. Since the 2017 EVS Update, Mariposa County has experienced some development growth, including the approval of the plans for the Brown Bear Resort Hotel and Conference Center by the BOS in December 2020. With the growth and additional development interest in Mariposa County, the question still remains whether or not the County would benefit from more year-round businesses.

In July 2021, Mariposa County applied for a $40,000 CDBG grant to fund a resort hotel/conference center feasibility study. The grant was awarded in September 2022.

The addition of new high capacity lodging facilities with conference centers located in Mariposa County would bring year-round job opportunities to the area.
A feasibility study would help the County determine the feasibility and sustainability of new hotel/conference centers throughout Mariposa County, as well as suggest possible locations. If the addition of new hotel/conference facilities is proven feasible, the County can pursue new development.

An approved RFP will be advertised on the County's website, through the California Association of Local Economic Developers (CALED), and directly with known consultants able and eligible to complete the work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 13, 2021, a public hearing was held to approve an application for a Community Development Block Grant (CDBG) to fund a resort hotel/conference center feasibility study. The application was approved with the condition that the BoS would review the RFP prior to accepting funding.

In September 2022, CDBG awarded a $40,000 grant to Mariposa County for a resort

hotel/conference feasibility study.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the RFP. The County will not conduct the childcare feasibility study at this time.

Amend the RFP or direct staff to amend the RFP. The amended RFP will be used to find a qualified contractor and complete the study.

FINANCIAL IMPACT:
The project will be funded by a $40,000 CDBG grant that was awarded in September 2022.

ATTACHMENTS:
Resort Hotel_Conference Center Feasibility Study Request for Proposal (PDF)

RESULT: WITHDRAWN

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

FOR PROFESSIONAL SERVICES TO PROVIDE A FEASIBILITY STUDY FOR MARIPOSA COUNTY

Release Date: December 20, 2022

Deadline for Digital Submission: 5 P.M. Friday, Jan. 27, 2023

Contact person:

Tara G. Schiff, Economic Development Specialist

(209) 742-1214

tschiff@mariposacounty.org

Mariposa County Resort Hotel/Conference Center Feasibility Study

RELEASE DATE: Tuesday, December 20, 2022

CLOSING DATE: Friday, January 27, 2023 at 5 PM PST
Late proposals will not be accepted

CONTACT PERSON:

Tara G. Schiff
Economic Development Specialist
Phone: (209)742-1214
Fax: (209)966-5147
tschiff@mariposacounty.org

County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Hours: Monday–Friday 8:00AM– 5:00PM

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

Purpose

The primary purpose of this project is to conduct a feasibility study to determine the sustainability of a resort hotel/conference center, which would bridge the gap of the shoulder season in Mariposa County. The secondary goal is to access the sustainability of additional hotels in Mariposa County, and to evaluate/identify the type of lodging businesses, including, resort hotels, glamping, conference facilities and more. In addition, this project will address the 2016 Request for Information (RFI) distributed by the Economic Development Corporation (EDC) that revealed interest and viability by developers to specifically build a resort conference center in Mariposa County. Viable 12 months out of the year. Extending season. Conference center.

In 2016, the Economic Development Corporation of Mariposa County distributed an RFI to many national and local developers. As reinforced by the RFI, Mariposa County's economy is fueled by tourism, and the County strongly supports economic development for the tourism industry. The County's General Plan includes two optional elements that demonstrate this support: Regional Tourism and Economic Development. The synergy between these two elements is explained as follows in the Regional Tourism Element: "Expansion of the regional tourism sector of the County's economy is one of the fundamental goals of the Economic Development Element. That Element includes policies and implementation measures to expand the visitor-serving economy through a number of different efforts, including extending the "season" from five to nine months or longer, increasing lengths of stay and room occupancy rates, and making the County a major destination for visitor activities related to cultural tourism and agri-nature tourism."

Furthermore, the 2017 Economic Vitality Strategy (EVS) Update identified two goals, the first being "to STRENGTHEN AND ENHANCE THE TOURISM SECTOR". OBJECTIVE 1.4 is to ENSURE THAT THERE IS ADEQUATE CAPACITY TO ACCOMMODATE A GROWING TOURISM INDUSTRY. ACTION STEPS • Conduct a Hotel Market Survey to identify the supply and demand for hotel rooms; number and size of lodging facilities, amenities, and occupancy rates by month to identify current capacity and market gaps. • Investigate potential market demand for a Conference/Event Center by event type and assess potential competition from other facilities and comparable venues within the regional market. • Develop preliminary Building Program Requirements to define the type and amount of space required for a high quality conference facility that meets IACC standards for venue design (keep in mind, that we realize that we do not need to meet those standards in 2022), support services, technology, and equipment with the potential to attract meetings, training courses, and conferences year-round. • Identify all Potential Hotel/ Conference Center Development Sites in the town of Mariposa that have sufficient land area with the proper zoning and access to sewer/water infrastructure. • Prepare and distribute a Hotel/ Conference Center Development Prospectus including market study, potential sites, and local tourist assets to developer prospects to determine the level of interest by the private sector in developing and operating a conference center and what it would take for them to move forward.

Currently, the County's newest "traditional" hotel, e.g. guestrooms within a contained building, was built in the early 1990s. A hotel developer purchased four local hotels and plans to update them to accommodate a higher-end clientele. AutoCamp, a luxury Airstream facility, broke ground in 2018 and opened in 2019. The high-end glamping hotel has attracted a new type of visitor to Mariposa County who can afford a higher lodging rate, and has not had any difficulty booking to full capacity. As glamping

continues to trend, the County has had numerous interest in additional facilities of this type. Wildhaven, a smaller glamping facility with approximately 48 safari-style tents, is slated to open by 2023 and KOA has purchased a property, and is interested in building Terramor, a luxury glamping brand of KOA. Terramor is considering 60-100 safari-style tents for their Yosemite-area resort. Terramor is still in the conceptual stages and has only submitted a pre-application to Mariposa County. Brown Bear Lodge is another glamping-style hotel featuring 50 individual cabins and is scheduled to open in Summer 2023. Hyatt Regency also has a 100+ room hotel that has been designed and could be built as early as 2024.

With the planned and conceptual development projects in Mariposa County, and the continued interest in glamping, it is important to assess the current lodging market to determine if additional facilities would be sustainable. Because glamping is considered seasonal and the counties desire to see an increase in more sustainable year-round occupancy and understanding possible demand for hard-sided, four-season hotel, meeting and conference demand is vital. In addition, Mariposa County is in the process of analyzing the Short Term Rental (STR), or vacation rental, market which has had an impact on housing within the community.

Mariposa County received a Community Development Block Grant (CDBG) to administer a countywide resort hotel/conference center feasibility study. The need for such a study is indicated in the County's 2017 EVS Update, as well as in a 2016 Request For Information (RFI).

The Opportunity

Yosemite/Mariposa County is a perennially popular vacation destination for tourists, but the current conference facilities are adequate only for relatively small group meetings and events. This section provides an overview of the opportunity afforded by this need for a major resort hotel and conference center in the town of Mariposa. Additional salient information is provided below in an *At-A-Glance Appendix* covering:

- Destination Yosemite/Mariposa County
- Amenities in the Town of Mariposa
- Other Lodging/Meeting Facilities in Yosemite/Mariposa County
- Additional Sources of Information about Mariposa County

Existing properties with conference and/or meeting facilities also enjoy higher-than-average occupancy and ADRs from October through April, but the area lacks the ability to host large conferences, meetings and events. Evidence for the area's lack of adequate conference facilities is provided by the University of California at Merced, representatives from which have contacted the EDC to express a strong interest in using this proposed facility to host conferences sponsored by its various departments and affiliates.

Climate can be a factor when choosing a venue, and the weather in Mariposa County is quite suitable for hosting conferences, meetings and events year-round, including in the winter months.

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

The County

Founded in 1850, the County of Mariposa, located in the Sierra Nevada foothills, is rich in gold rush and agricultural history. Home to Yosemite National Park (YNP), tourism is the primary economic driver, in an otherwise small, rural economy. Mariposa County has no incorporated cities, leaving the county board of supervisors to direct the affairs of the entire jurisdiction.

According to the 2020 U.S. Census, Mariposa County has a population of approximately 17,682 within an area of 1,463 square miles (3,789 km²). Government and tourism industries are the largest employers in the county, followed by education and health services. Much of the land is used for agriculture. The majority of the citizens are on independent well and septic systems with a few special districts within the County that provide water and/or wastewater.

The economy is comprised of primarily small businesses, with 71.39% of the businesses identified as micro enterprises, with 4 employees or less. With a large number of employees also being sole proprietors, e.g. self employed, childcare is even more of a challenge and demand. Almost 50% (47.39%) of the workforce are employed by the service industry. Since the service industry requires unorthodox work schedules, such as late nights and early mornings, non-traditional childcare hours are also desired.

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

25.27% of households earn less than $30,000/year, while 19.75% of households earn more than $100,000, so there is a variety of incomes in the County making childcare difficult for some to afford and easier for others.



Mariposa County is near the geographic center of the state of California, within a 2½-3 hour drive of the San Francisco Bay Area and a 4-5 hour drive of Los Angeles.

Project Background

The lodging industry is embedded in Mariposa County's history. Since Mariposa County was founded, in 1850, lodging has always been a profitable commercial business. During the Gold Rush, with thousands of fortune seekers flocking to the area, the County hosted many hotels and Inns to house the gold prospectors. In fact, many of the original hotels still exist and some are still in business. The River Rock Inn is the oldest motel in the town of Mariposa. It was first constructed in 1891 and is operational to this day. The Mariposa Hotel Inn was built in 1901 and still provides accommodations. Established in 1851, Hotel Jeffery, located in the unincorporated town of Coulterville, is Mariposa County's oldest hotel. The hotel suffered a fire in 2014 and has been closed for several years. The

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

property was recently sold and the new owners are in the process of remodeling the hotel to create a high-end, boutique experience for future guests. Several other hotels in Mariposa have been purchased in the last few years with the intention of converting the properties to a higher service standard.

In 2016, the Economic Development Corporation (EDC) of Mariposa County distributed a Request for Information (RFI) to developers throughout the United States. The purpose of the RFI was to gauge interest in developing a resort hotel/conference center in Mariposa County. The RFI did attract several responses, many from well-known national brands. The information from the RFI was collected and is available.

The RFI references the County's General Plan, which includes two optional elements that demonstrate the support of tourism/lodging: Regional Tourism and Economic Development. The synergy between these two elements is explained as follows in the Regional Tourism Element: "Expansion of the regional tourism sector of the County's economy is one of the fundamental goals of the Economic Development Element. That Element includes policies and implementation measures to expand the visitor-serving economy through a number of different efforts, including extending the "season" from five to nine months or longer, increasing lengths of stay and room occupancy rates, and making the County a major destination for visitor activities related to cultural tourism and agri-nature tourism."

Furthermore, the 2017 Economic Vitality Strategy (EVS) Update identified two goals:

Goal #1 is "to strengthen and enhance the tourism sector". Objective 1.4, under Goal #1, is to ensure that there is adequate capacity to accommodate a growing tourism industry.

Goal #2 in the EVS is to build and maintain a healthy, balanced economy with a diversity of businesses and employment opportunities.

Scope of Work

Project Goals

This feasibility study is expected to provide an overview and analysis of Mariposa County's lodging market and evaluate whether or not additional lodging facilities, in particular, resort hotels with conference center capabilities, are needed and would be sustainable. The study will also determine if an increase of hotel rooms would impact the demand for STRs and how that would affect Mariposa County's housing market.

The Scope of Work will include:

Project Tasks

- Conduct a Hotel Market Survey to identify the supply and demand for hotel rooms; number and size of lodging facilities, amenities, and occupancy rates by month to identify current capacity and market gaps.
- Investigate potential market demand for a Conference/Event Center by event type and assess potential competition from other facilities and comparable venues within the regional market.

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

- Develop preliminary Building Program Requirements to define the type and amount of space required for a high quality conference facility that meets IACC standards for venue design, support services, technology, and equipment with the potential to attract meetings, training courses, and conferences year-round.
- Identify all Potential Hotel/ Conference Center Development Sites in the town of Mariposa that have sufficient land area with the proper zoning and access to sewer/water infrastructure and understand the entitlement process in our community.
- Prepare and distribute a Hotel/ Conference Center Development Prospectus including market study, potential sites, and local tourist assets to developer prospects to determine the level of interest by the private sector in developing and operating a conference center and what it would take for them to move forward.
- Explore opportunities for additional hotels to address other local and regional objectives, including a vibrant downtown commercial environment and reducing congestion to and from Yosemite National Park.

Deliverables

- A report summarizing the County's ability to support additional hotels/lodging facilities with or without conference center capabilities.
- A complete inventory of local lodging facilities, including STRs.
- An analysis of the relationship between future lodging facilities and the housing market, downtown retail/commercial activity, and vehicular congestion in the county.
- A process flow for entitlement.
- A list of possible compliance requirements for potential hotel developers, such as infrastructure, zoning, environmental restrictions and others.
- The National Park Service and Yosemite National Park are considering the implementation of a permanent seasonal vehicle reservation system. Provide an assessment of the impacts of this reservation system on existing or potential lodging operations. Consider and report other SWOT areas that could provide major strength benefit, weaknesses, opportunities, or threats.

Proposal Format

The following minimum information must be submitted. The County is seeking RFP responses in the following format:

Company Overview

Contain a brief description of the company's organizational structure, location of principal office, number of years in business, number of employees and an explanation of past projects relevant to all phases of the project described in this RFP. Experience in rural areas is particularly interesting.

Provide a minimum of three references for similar projects. References should be able to verify your firm's performance and ability to provide services for the quoted price.

If a joint venture, please overview all firms involved in the project.

Project Approach

Based on the scope of services described above, outline the development process (project stages,

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

milestones, and deliverables) your firm will execute for this project, if selected. The proposal should also include a description of how existing county data will be used and a timeline for completing the project.

Detailed Methodology

Provide a detailed explanation on how your firm would conduct data gathering, surveys, interviews, types of databases accessed and implemented and how a data summation of this information is used to provide the resulting final report. Inclusion of details about past experiences using the identified methodologies and the results of those efforts is encouraged.

Project Team

List all proposed team members and their qualifications (including resumes) and roles in completing the scope of work. If the proposal includes more than one firm/entity, please identify the responsibilities of each firm or entity involved.

Specifically identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the County. This person will be the County's first point of contact on all matters dealing with services offered and will handle day-to-day activities through to completion.

Specifically identify the individual responsible for leading public engagement, if different from the project manager.

Project Pricing

Provide an itemized budget for completing the scope of work that includes the proposed number of hours for each activity and an hourly rate for each team member. Provide sufficient detail that costs can be clearly identified, including those related to travel, production, and so on.

Evaluation Criteria

A review panel composed of County staff and officials will rate the initial proposals based upon standardized selection criteria, including the following:

- Understanding of the project as identified by the County;
- Basic understanding of the County of Mariposa and its opportunities and challenges;
- Understanding of and relevant experience providing the services required, especially for smaller counties in rural California;
- Experience and qualification of staff assigned to the project;
- Experience of the project manager;
- References and relevant work performed for those references;
- Accessibility of key personnel to County staff;
- Budget and fee structure;
- Willingness and ability to meet deadlines; and
- Ability to comply with insurance requirements.

It is anticipated that the most excellent proposals will be invited to interview prior to selection.

Key Action Dates/Timeline

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

- RFP released December 20, 2022
- Proposal Deadline January 27, 2023
- RFP interviews February 6, 2023
- Contract negotiation February 13, 2023
- Begin work February 20, 2023
- All work completed not later than November 30, 2023

General Terms & Conditions

Limitation: The Request for Proposals (RFP) does not commit the County of Mariposa (County) to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The County reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The consultant shall maintain in full force and affect the insurance as outlined in Attachment B. The County reserves the right to waive or modify such insurance coverage. However, consultants meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement, acceptable to the Risk Manager, prior to execution of a contract. The consultant shall state their ability to meet the County's insurance requirements within their submittal.

Signature: The consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant, signifying complete understanding of and ability to comply with all requirements of the RFP, including those related to insurance as identified above.

Submission Instructions

Email digital proposal to: **tschiff@mariposacounty.org** no later than 5 PM PST, Friday, January 13, 2023 to the County of Mariposa, attention: **Tara G. Schiff**, *Community Development/Grant Coordinator*.

Questions may be directed to Tara G. Schiff, Community Development/Grant Coordinator, by telephone **(209)742-1214** or email at **tschiff@mariposacounty.org**

Late proposals will not be accepted.

Attachments:

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

Attachment A – 2017 Economic Vitality Strategy Update (***Economic Vitality Strategy and Implementation Plan for Mariposa County***)

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

Standard Insurance Requirements

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.

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary

Attachment: Resort Hotel_Conference Center Feasibility Study Request for Proposal (13603 : Request for Proposal to Conduct a Resort

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.

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