Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 6, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order at 9:00 AM.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Kari Kisela/Mariposa Chamber introduced their summer intern, Summer Moore.

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

Chair Menetrey noted CA. 14 was withdrawn and CA. 34 requires a 4/5th vote.

Public comment was received by Jeanetta Phillips/Chair of the Historic Sites and Records Preservation Committee (HSRPC), who asked the Board to pull CA. 28. She noted HSRPC is going through changes and wanted to ensure all who wanted to apply could.

Mike Brusa/Bear Valley commented on the local emergency resolutions on the consent agenda. He noted the government should not have more power than the public as it has moral outcomes that are negative.

Heather Livingston/Mariposa Safe Families wanted to thank the Board for proclaiming flavored tobacco week and having middle school-aged youth speak. The children presented statistics and facts on flavored tobacco use among school-aged children.

Supervisor Smallcombe thanked the youth for speaking, noting she believes it is important that they as peers are paving the way for the future and thanked them for their work.

Supervisor Smallcombe asked CA. 28 be pulled for further discussion.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services Agency**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to the Oak Fire

CA4. **Sheriff's Department**

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

CA5. **Sheriff's Department**

Adopt a Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration**

Rescind Resolution 96-247 and Approve a New policy Regarding Complaints Against Appointed Department Heads

CA7. **Administration**

Approve an Agreement with CAL FIRE for Training on Midpines-Lazy Oaks Property; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Administration**

Approve Agreement with Graviton Consulting Services for Managed Services Support for the Oracle Enterprise Resource Planning (ERP) System in an Amount Not to Exceed $201,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Auditor**

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23
Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each Fiscal Year

CA10. **Auditor**

Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year 2022-23 for each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

CA11. **Board of Supervisors**

Proclaim May 23 - June 3, 2023 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

CA12. **Clerk of the Board**

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

CA13. **Clerk of the Board**

Re-Appoint Olga Leonard to the Behavioral Health Board (BHB) with a Term Expiring June 6, 2026

CA15. **County Counsel**

Approve the Administrative Match Agreement Between Mariposa County and Area 12 Agency on Aging for In-Kind Legal Services in the Amount of $39,495 for Fiscal Year 2023/2024 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **County Counsel**

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2022/2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve Agreement with Mariposa County Office of Education (MCOE) to Provide School-Based Mental Health Services in the Amount Not to Exceed $210,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Proclaim June 2023, as Elder and Dependent Adult Abuse Awareness Month

CA19. **Health and Human Services Agency**

Accept the Resignations of Dayla Reagan-Buell and Christine Kleiman-Moore from the Mariposa County Commission on Aging, Effective Immediately

CA20. **Health and Human Services Agency**

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

CA21. **Health and Human Services Agency**

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to participate in the Medi-Cal Peer Support Specialist Certification; and authorize the Board of Supervisors Chair to sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment with Willow Glen Care Increasing the Amount by $250,000 for a New Amount Not to Exceed $400,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve an Agreement with California State University, Stanislaus for Field Internship Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Health and Human Services Agency**

Approve First Amendment to Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients within Health and Human Services Agency, Establishing a total Amount Not to Exceed $7,500 and Extending the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Approve First Amendment with Today Is A New Day Increasing the Amount by $35,000, for a New Amount Not to Exceed $170,000, for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Assistance Trust Budget and Increased Transfer Out Line in the 1991 Realignment Budget for Fiscal Year 2022-2023

CA27. **Health and Human Services Agency**

Approve Second Amendment with CF Merced, LLC Increasing the Amount by $130,000, for a New Amount not to Exceed $330,000 for Psychiatric Hospitalizations; and Authorize the Board of

Supervisors Chair to Sign the Amendment

CA29. **Planning**

Adopt a Resolution to Amend the Bylaws for the Merced River Trail Community Working Group (CWG)

CA30. **Planning**

Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA31. **Planning**

Authorize the Planning Director to Conduct Negotiations, Sign and Submit all Documents, Including, But Not Limited to Agreements, Amendments, and Payment Requests, which may be Necessary for the Completion of the Grant Scope for the California Automated Permit Processing Program (CalAPP- for Automated Permitting of Small Residential Solar Projects), (Subject to Approval as to Legal form by County Counsel)

CA32. **Planning**

Appoint Magnum Godfrey and Jim Patton to the Coulterville Planning Advisory Committee with Terms Expiring February 28, 2025

CA33. **Planning**

Appoint Art Baggett as Planning Commissioner for District I for a Term Coinciding with the Term of the District I Supervisor, Rosemarie Smallcombe, Expiring January 4, 2027

CA34. **Public Works**

Approve Budget Action Transferring Funds from Probation AB109 Fund 3432 to Public Works Capital Improvement Fund 5501 ($67,135) (4/5ths Vote Required)

CA35. **Public Works**

Appoint Mike Guenther to the Water Agency Advisory Board as a Member Representing District II with a Term Expiring June 6, 2026

CA36. **Public Works**

Appoint Catherine Chase to the Parks and Recreation Commission as a Member Representing District III with a Term Expiring December 31, 2027; and Re-Appoint Stacy Dayoff Representing District I, Deni Smith Representing District IV, and Amber Chambers as an At-Large Member, to the Parks and Recreation Commission with Terms Expiring December 31, 2027

E. Items removed from Consent Agenda

Chair Menetrey announced CA.14 had been withdrawn.

CA14. **Clerk of the Board**

Approval of Minutes of the Board of Supervisors Regular Meetings of March 21st, April 4th, May 2nd, May 9th, and May 16, 2023

RESULT: **WITHDRAWN**

CA28. **Planning**

Appoint Clay River to the Historic Sites and Records Preservation Commission as an At-Large Member and Appoint Jazzmyn Gegere as an At-Large Member Representing the American Indian Community of Mariposa County with Terms Expiring February 28, 2026

Jeanetta Phillips asked that it be pulled per county guidelines suggesting they have many walks of life. She noted the guidelines. She noted that as a committee they are looking into those guidelines and would like to discuss it further.

Steve Engfer/Planning Director noted the code references, that there should be representatives for certain listed groups. In terms of this set of applications, HSRPC has gone through a lot of changes, including having to cancel meetings due to a lack of quorum. In response to a question from Supervisor Poe, Mr. Engfer noted that the section states should, and that is why a representative from the Northern History Museum was not on the committee. Mr. Engfer, confirmed in response to Supervisor Forsythe that language is should, not shall, which have different meanings.

Supervisor Toso first thanked the HSRPC and applauded the individuals who turned in applications. Supervisor Smallcombe noted there was a way to increase the number of voting members. Mr. Engfer noted they have put in a work plan for this committee and this topic can be worked on.

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer noted twenty teams will be out in the field surveying census tracks for the Community Assessment for Public Health Emergency Response (CASPER). Dr. Sergienko noted it will be pushed out on all social media platforms and training will begin tomorrow. He announced once the CASPER was complete, the proclamation will be rescinded. In response to a question from Supervisor Smallcombe, he noted they are assessing physical and mental health impacts. In addition, he noted we are not the only county affected by wildfire, this assessment will be available to other communities. In response to Supervisor Smallcombe, Dr. Sergienko noted for our county to do this type of analysis and data collecting is unique and the team has been working for the last 4-5 months in the developing stage.

Joe Lynch/Health and Human Services Director announced that they would like to recognize that the State proclaimed June month as pride month, noting we have a community of differing views. The Health and

Human Services Agency is dedicated to promoting unity and understanding. He noted there is discrimination in all forms. Mr. Lynch stated facts, noting 4.5% of our population identify as LGBTQ with 7% identified as 7%. He noted 86% of the youth noted harassment and bullying at school. He noted 2SLGBTQ+ have a greater risk of homelessness. In health and human services, access to care is critical and he announced HHSA will have a booth at the Pride Event.

Shannon Hansen/Public Works and Transportation Director noted Merced Falls Road funding is taking place. She announced they did the dig-out and would be coming back in July to do the slurry overlay. Ms. Hansen gave an update on Parks and Recreation, noting swim lessons will be delayed as they currently have 3 lifeguards and all three need to be certified. She also announced they have 12 lifeguards on standby for certification once the pool is up and running. She also announced the kick-off of the Downtown revitalization project and also the Mariposa Public Utility District (MPUD) infrastructure repairs. She noted that the contractors move through, it would be one street at a time. She acknowledged Elizabeth Darcy/Public Information Officer for all her hard work in getting the information out to the public. Ms. Hansen also noted GIS is working on mapping for parking and also noted the contractor hopes to be complete by Labor Day weekend it, however, the infrastructure is from 1948, so issues could arise, pushing that date. She noted that public engagement was taking place. Ms. Hansen announced that the Darrah Road Bridge project is complete and the bridge is now open. She also announced a free tire disposal event that will take place in Don Pedro from 9:00 AM to 1:00 PM on June 9th and then in Mariposa on June 16th and 17th.

G. Public Comment on Non-Agenda Items

Codie Hart/Resident noted he is hear on behalf of his eldest grandson who asked he speak on his behalf. Mr. Hart began with recognizing Lilly McLane who was a strong young woman who knew what she wanted. She spent her days doing normal things and was an independent spirit. Mr. Hart noted she was a lesbian and was proud of it and took pride in who she was.

Adam McLane/Resident also spoke about his daughter Lilly, noting on May 9th his daughter took the day off to take a hike at her favorite place, Diablo State Park. He noted she was going to take pictures of wildflowers. However, she never made it as somewhere between her house and the park, she had a massive brain hemorrhage that took her life. Mr. McLane wanted to tell the Board about his daughter, how, at 14 years old, she pulled her very Christian parents aside to let them know she was transgender and wanted to be known as Lilly. He noted they told her they loved her and noted how, for the next two years, they witnessed tremendous strength and bravery. He discussed how she sang in a women's choir and people would snicker, or how Lilly would stand up to people who would not acknowledge that she wanted to be known as Lilly. He asked the public to please set up the medical ID information in their phones as that was how the trauma center found their numbers and contacted them about their daughter's accident. Mr. McLane noted she was an organ donor and 3 recipients received organs from her.

Alex Vance/Resident thanked Adam for bringing Lilly into the room. They then noted they were there to represent Mariposa Pride and extended an invitation to the Board to join the pride celebration, noting the Board's presence and support would make a difference and a stronger community. The Board was presented with a packet of information that contained flyers for the pride event, pride stickers, the pride flag, and a book.

Jeanne-Anne Pine/Resident noted several weeks back the Board had mentioned FEMA being available. She

noted she went, the process was wonderful.

Mike Brusa noted some information on the state and federal deficits. He noted the state budget when he was in high school. He brought up the intention of the founders, which was to not allow direct taxation. He also discussed the Civil War noting that was when the first income tax was placed, removed, and then returned in 1913. He discussed the communist manifesto, progressive income tax, and the Republican party of 1860.

1. **Clerk of the Board**

   Handouts for the June 6th, 2023 Public Comment on Non-Agenda Portion of the Agenda

Recess Board of Supervisors

10:15 AM Chair Menetrey recessed the Board of Supervisors while the Clerk of the Board read the Government Code Announcement.

H. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:15 AM Chair Forsythe called to order the meeting of the Vehicle Parking District.

Public Comment Period

None.

Parking District Regular Agenda

1. **County Counsel**

   Approve a Lease Agreement Within the Parking District Commencing on July 1, 2023 and Terminating on June 30, 2025; and Authorize the Parking District Chair to Sign the Agreement

Steve Dahlem/County Counsel gave the staff report.

Public comment was received by Johnathan Noel/Community member who asked if this was the lot behind Grizzly Gas. If so, will the owners and/or public works do maintenance since it's torn up?
Charles Phillips/Resident/Sierra Gallery asked about the accessible parking, noting the one that was provided is now gone. He requested that another handicap-accessible space is put in. Shannon Hansen noted the County is responsible for the maintenance and potholes.

In response to a request by Supervisor Smallcombe, Director Hansen noted the County is working with an ADA coordinator for a transitional plan, hoping it's done in the next 60 days.

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

Adjourn Parking District

10:22 PM Chair Forsythe adjourned the VPD meeting.

I. YOSEMITE WEST MAINTENANCE DISTRICT

10:22 AM 2022 Chair Smallcombe called the meeting to order.

Public Comment Period

None.

Yosemite West Maintenance District Regular Agenda

1. **Clerk of the Board**

Selection of a Director to Act as the Yosemite West Maintenance District Board Chair for 2023

County Counsel asked that since the governing Board is the Board of Supervisors, the officers coincide with the Board of Supervisors. No public comment.

Supervisor Forsythe nominated Miles as Chair.

ACTION: Miles Menetrey was selected as the 2023 Yosemite West Maintenance District Board Chair.

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

2. **Clerk of the Board**

Selection of a Director to Act as the Yosemite West Maintenance District Board Vice-Chair for 2023

Newly elected Chair Menetrey opened the item. No public comment.

ACTION: Wayne Forsythe was selected as the 2023 Yosemite West Maintenance District Board Vice-Chair.

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

3. **Public Works**

Approve an Agreement with George Reed for Yosemite West Emergency Access Road Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

Shannon Hansen gave the staff report, noting this is a result of an emergency situation in Yosemite West that took out a water line. No public comment.

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

4. **Public Works**

Approve an Agreement with Mid Cal Pipeline & Utilities for Yosemite West Emergency Waterline Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

Shannon Hansen gave the staff report noting this item is related to the previous item.

Public Comment received by Dr. Eric who commended Director Hansen and her team for maintaining clean and safe drinking water in the area. He noted he appreciated the teamwork and collaborative efforts.

Supervisor Smallcombe echoed what Dr. Sergienko stated, noting that communication with the community was impeccable.

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

Adjourn Yosemite West Maintenance District

10:31 AM Chair Menetrey adjourned the meeting of YWMD.

Reconvene as Board of Supervisors

10:31 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Sheriff's Department**

Receive a Presentation by the Sheriff's Office, Providing an Update on the 2022 Marijuana Eradication Program

Sheriff Briese gave a PowerPoint presentation noting their job is to provide the best safety. He noted they did the best with what they had.

Public comment was received by Jeanne-Anne Pine who thanked the Sheriff for their service.

Kudos were received by Supervisors Poe, Forsythe, and Smallcombe. In response to a question from Supervisor Poe, Sheriff Briese noted for a traditional outdoor grow the harvest season is September and October and indoor grows are year-round operations. In response to another question from Supervisor Poe, Sheriff Briese noted it is not safe to operate a motor vehicle while under the influence of Marijuana as potency varies and can impair one's capability to operate safely. Sheriff Briese noted in response to Supervisor Smallcombe that they work with Building Department and Code Compliance when it's safe to bring them in.

2. **Health and Human Services Agency**

Discussion and Direction in Regards to the Ambulance Services Contract and the Future of EMS in Mariposa County

10:59 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:04 AM.

Dr. Sergienko gave the staff report and a PowerPoint presentation. Chair Menetrey asked if Jesse Figueroa/Mercy had any information to add. Mr. Figueroa noted he has been proud to serve Mariposa, noting Mercy started out with the same subsidy, and eventually moved away from it. He also noted they would prefer not to have a subsidy, but to ensure Mariposa County has the best care, they need it. He noted changes such as a decrease in return on revenue, extreme paramedic shortages, and competition from surrounding counties. Joe Lynch noted for consideration, that there is no lead, they are filling a gap. He also asked, if the County moved towards being an enterprise, where would the enterprise live? He suggested HHSA. He also noted his support for the one-year contract with or without the subsidy.

In response to Supervisor Poe, Mr. Figueroa confirmed that private ambulance companies receive $118 a Medi-Cal call and government-run ambulance companies receive over $1,000.

Public Comment received by Mike Brusa who noted this is another example of how government intervention creates resource and allocation problems. He noted monopolies have two issues: quality of service and cost. He also touched on the business model for healthcare services, noting that 200 years ago, doctors were paid to come to homes and pay the cost. He stated "There isn't any doubt, government intervention is the issue".

Steve Ward/Cal Fire/Mariposa County Fire Division Chief noted he worked for Riggs and then Mercy in 1993. He also noted he has worked for both private and government medical settings. Chief Ward noted that Mercy has provided 3 units, when 2 are required. That alone speaks volumes to their level of service. He noted the alliance model is a potential fix but cautioned the Board on using performance measures, especially due to the swath of land that needs to be covered and the unpredictability of how many calls and where they will take place.

Russ Marks/Public Works noted he was involved when the ambulance service transitioned from being John C. Fremont's responsibility until 1984. He noted there was an advanced level of care that was available until 1982. He noted Riggs took the contract in 1985 and they had two EMT's. He asked the Board not to go backwards.

Jonathan Noel noted he is in agreeance with a 1 year or even a couple-year contract. He asked if the County was to go private, who pays for the supplies and cost of owning the ambulance?

Board discussion ensued.

DIRECTION: Staff is to move towards an alliance model with input from Mercy, County Staff, and Mountain Counties EMS as well as move forward with a 1-year contract between the County and Mercy with a $25,000 a month subsidy with no penalties beginning on July 1st, 2023 and including baseline performance standards.

3. **Administration**

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000

Tara Schiff/Economic Development Specialist introduced Brenda Ostrom/Mountain Meadow Farms. She noted neighborhood dogs got out and killed her livestock. She is looking for funding to re-establish her livestock and farms.

Public Comment received by Jonathan Noel who noted this was a worthy cause and the Board shouldn't hesitate.

Board discussion ensued.

DIRECTION: Bring back the agreement for a $50,000 micro-enterprise Loan with a 10-year term at 2%.

4. **Administration**

Approve an Agreement to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District; and Authorize the Board Chair to Sign the Agreement and Any Other Documents Necessary to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave the staff report. No public comment. Supervisor Smallcombe noted the YWMDAC met to consider the item and they recommended approval. She also expressed her appreciation to staff for addressing access issues.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe

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

CA5. **Administration**

Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

Fadzayi Mashiri/Farm Advisor/UCCE gave the staff report.

Public comment received by Mark Rishiro/Steering Committee Member/Ponderosa Basin Resident wanted to note the benefits of a prescribed burn. He asked the Board to support this as it encourages burn safety.

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

1:11 PM Chair Menetrey recessed the Board for lunch.

K. 2:00 PM Reconvene

Chair Menetrey reconvened the Board meeting.

1. **Planning**

Receive an Informational Update Regarding the Terramor and KOA Pre-Application

Chair Menetrey noted there has been a lot of social media and discussion around this topic.

Steve Engfer gave a PowerPoint presentation. In response to a question from Chair Menetrey, Mr. Engfer noted this application is in pre-application and will submit what is necessary when the application is turned in and that the applicant is required to pay for all costs associated with development including review.

Steve Dahlem/County Counsel noted it is pre-mature for the Board to express their support in the project.

Public comment was received by Jeanne Anne Pine/Resident, Cat Healy/Resident, Kathy Chappell/Resident, Barbara Cone/Resident, Dale Meisenheimer/Resident, Willie/Resident, Theresa Cook/Resident, Jeremy Collins/Resident, Wendy Harrol/Resident, Jim Plumley/Resident, Joshua McConnel/Resident, Troy Foster/Resident, Linda Fluharty Meyers/Resident, Robert Smith/Resident, Anne Hart/Resident, Marian Chappell/Resident, Darlene Areblo/Resident, Dawn Pederson/Resident, Leslie Hummel/Resident, Sally McCalla/Resident, Jeanetta Phillips, Karen Herman/Resident, Mike Brusa and two unknown individuals spoke. All but one, had questions, concerns, and were against the project. One individual was in favor of the project as they believed it was the property owners right.
Troy Foster and Barbara Cone were permitted to speak a second time. Public comment was then closed.

Mr. Engfer addressed the questions asked during public comment. .

3:20 PM Supervisor Poe exited the meeting. **3:26 PM** Ms. Bondshu stepped out for a brief moment and Tracy Gauthier took over as Clerk. Ms. Bondshu returned at 3:29 PM and resumed clerk duties.

Chair Menetrey reopened public comment and public comment was received by Sally McCalla and Kathy Chappell. Chair Menetrey closed public comment.

Mr. Engfer answered questions further. Board. Chair Menetrey reiterated this is only at the pre-application level. Supervisor Smallcombe noted all new development is subject to international dark sky and noted we have expanded our boundaries from 600 sq. feet to 2500 sq. feet for noticing.

L. Board Information

None.

M. Adjournment

3:56 PM Chair Menetrey adjourned in memory of Barbara Jean Harmon (Stroud), Helen Mary Cico, Billie Evelyn Walker, Lillian Rushton, Virgil 'Jack" Wass, and Jeff Hamilton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Lease Agreement Within the Parking District Commencing on July 1, 2023 and Terminating on June 30, 2025; and Authorize the Parking District Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Lease Agreement Within the Parking District Commencing on July 1, 2023 and Terminating on June 30, 2025; and Authorize the Parking District Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Garber lot has been leased by the Parking District for over 25 years. As the years progressed, the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford the $9,600 a year and $200 in taxes for leasing the lot. In 2006, at the Parking District Board's direction , staff entered into negotiations with the Garber family with respect to either purchasing or leasing the property. The Garber family after learning of the income level of the Parking District and the need for parking in Mariposa, agreed to lease the property for 15 years at $1,500 per year. In 2022, the Trustees of the Garber Family Trust and the Barbara A. Garber Living Trust, equal owners in the property, entered into a 1 year Lease Agreement to give them time to contemplate selling the property. The Trustees have agreed to enter into a 2 year Lease Agreement commencing on July 1, 2023 with the same terms and conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and there will be less parking available in downtown Mariposa.

FINANCIAL IMPACT

Pay property owners $1,500 a year for two years.

ATTACHMENTS

1. **Garber Lease 2023**
2. **Garber Agt-2022**
3. **Garber Agt-2006**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso

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

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between The Garber Family Trust of 1990 and the Barbara A. Garber Living Trust, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. **DESCRIPTION OF PREMISES**

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. **TERM**

The term of this Lease is for two (2) year, beginning July 1, 2023 and terminating on June 30, 2025.

3. **RENT**

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on the date hereof.

4. **USE OF PREMISES**

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. **NO WASTE, NUISANCE, OR UNLAWFUL USE**

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Grizzly Gas Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. **LEASE PAYMENTS**

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to any Lessor.

THE GARBER FAMILY TRUST OF 1990:

_____
Kirk John Garber, Co-Trustee

Date: _____

_____
Ian Cant Garber, Co-Trustee

Date: _____

BARBARA A. GARBER LIVING TRUST:

_____
George H. Smith, Successor Co-Trustee

Date: _____

_____
Brooke Smith, Successor Co-Trustee

Date: _____

MARIPOSA PARKING DISTRICT:

_____
Wayne Forsythe, Chair

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel/Risk Manager

Garber Parking Lease

MARIPOSA COUNTY

County Counsel · (209) 966-3222

VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY 2022-4

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Lease Within the Parking District

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement Within the Parking District from July 1, 2022 Terminating on June 30, 2023; and Authorize the Parking District Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Garber lot was previously leased by the County for over 25 years. As the years progressed the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford the $9,600 a year and $200 in taxes for leasing the lot. In 2006, at the Board's direction, staff entered into negotiations with the Garbers with respect to either purchasing or leasing their property. The Garbers after learning of the income level of the Parking District and the need for parking in Mariposa agreed to lease the property for 15 years at $1,500 per year. The Garbers and Smiths, who own the lot 50/50 have asked that this new lease be for a term of only 1 year as they are contemplating selling the property. This parking will continue to assist the Parking District in its goal of providing parking in the downtown area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, a necessary Lease Agreement will not be possible.

FINANCIAL IMPACT:
Pay property owner $1500 for the year.

ATTACHMENTS:
Garber Lease 2022 (PDF)
Garber Lease-2006 (PDF)

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

REF ID# 13143

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between The Garber Family Trust of 1990 and the Barbara A. Garber Living Trust, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. DESCRIPTION OF PREMISES

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this Lease is for one (1) year, beginning as of the date hereof.

3. RENT

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on the date hereof.

4. USE OF PREMISES

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Grizzly Gas Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. LEASE PAYMENTS

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to any Lessor.

THE GARBER FAMILY TRUST OF 1990

Kirk John Garber, Co-Trustee

Date: _____

7952ECD78BD ZorroSign

Ian Cant Garber, Co-Trustee

Date: 08/10/2022

BARBARA A. GARBER LIVING TRUST

7952ECD78D1 ZorroSign

George H. Smith, Successor Co-Trustee

Date: 08/15/2022

7952ECD78E5 Brooke Smith ZorroSign

Brooke Smith, Successor Co-Trustee

Date: 08/15/2022

MARIPOSA PARKING DISTRICT

77A20B9F1BD Wayne Forsythe ZorroSign

Wayne Forsythe, Chair

ATTEST

77A20B9F1C7 Danielleyswardle ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM

77A20B9F1B3 Steven W. Dahlem ZorroSign

Steven W. Dahlem
County Counsel/Risk Manager

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Grizzly Gas Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. LEASE PAYMENTS

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to any Lessor.

THE GARBER FAMILY TRUST OF 1990

Kirk John Garber, Co-Trustee

Date: 8-04-2022

Ian Cant Garber, Co-Trustee

Date: _____

BARBARA A. GARBER LIVING TRUST

George H. Smith, Successor Co-Trustee

Date: _____

Brooke Smith, Successor Co-Trustee

Date: _____

MARIPOSA PARKING DISTRICT

Wayne Forsythe, Chair

ATTEST

Danielle Y. Bondshu
Clerk of the Board

APPROVED AS TO FORM

Steven W. Dahlem
County Counsel/Risk Manager

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **DATE**: 7/11/06 AGENDA ITEM NO. 4

DEPARTMENT: County Counsel **BY**: Thomas P. Guarino **PHONE**: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

MARIPOSA PARKING DISTRICT
Resolution authorizing the Chair to execute a Lease Agreement with the Garber family for the 6th Street parking lot for a term of 15 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Garber lot was previously leased by the County for over 25 years. As the years progressed the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford the $9,600 a year and $200 in taxes for leasing the lot. At the Board's direction, staff entered into negotiations with the Garbers with respect to either purchasing or leasing their property. The Garbers after learning of the income level of the Parking District and the need for parking in Mariposa have agreed to lease the property for 15 years at $1,500 per year. This $1,500 per year is within the approximately $3,000 per year income that the Parking District generates. This parking will assist the Parking District in its goal of providing parking in the downtown area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? ( ) Yes (x) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer _____
Unanticipated Revenue _____ 4/5's vote
Transfer Between Funds _____ 4/5's vote
Contingency _____ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively

Lease Agreement

CLERK'S USE ONLY:
Res. No.: 06-92 Ord. No. _____
Vote – Ayes: 5 Noes: _____
Absent: _____
( ) Approved
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended
____ No Opinion
Comments:

CAO: _____

Parking District
RES. NO. 06-7

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between John Garber, Isabelle Garber, and Barbara Garber, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. DESCRIPTION OF PREMISES

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this Lease is for fifteen (15) years, beginning as of the date hereof.

3. RENT

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on the date hereof and payable on the anniversary of such day during each year thereafter during the term of the Lease. The annual amount payable shall be subject to review and renegotiation for each successive five (5) year period thereafter. In the absence of agreement to modification within ninety (90) days following the end of each five (5) year period the theretofore applicable rent shall remain in force for an additional five (5) year period.

4. USE OF PREMISES

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABLITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance in an amount, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, a general liability coverage in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Chevron Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. LEASE PAYMENTS

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them; it may be tendered to any Lessor.

LESSORS:

John Garber

John Garber, Owner

Date: June 3, 2006

Isabelle Garber

Isabelle Garber, Owner

Date: June 3, 2006

Barbara Garber

Barbara Garber, Owner

Date: June 6, 2006

LESSEE:

Lee Stetson, Chairman
Mariposa Parking District

ATTEST:

Margie Williams, Clerk of the Board

APPROVED AS TO FORM:

Thomas P. Guarino, County Counsel

EXHIBIT "A"

Parcel No. 12 of Mariposa Downtown Parking District, APN 13-182-04, also known as Parcel 3 described in Document No. 172, Decree of Settlement of First and Final Account and of Final Distribution, Estate of Emilie Garber, and more fully described as follows:

Commencing at a point at the Northwest corner of Charles and Sixth Streets; thence northerly on the westerly line of Charles Street to a point 80 feet southerly from the southwest corner of Charles and Seventh Streets; thence westerly at right angles with Charles Street 150 to a point; thence northerly and parallel with Charles Street 80 feet to the southerly line of Seventh Street; thence westerly along the southerly line of Seventh Street 90 feet to the southeast corner of Seventh and Jessie Streets; thence along the easterly line of Jessie Street 250 feet to the northeast corner of Jessie and Sixth Streets; thence easterly along the northerly line of Sixth Street 240 feet to the northwest corner of Sixth and Charles Streets, the point of commencement; BEING a portion of Block 25.

An undivided one-third interest in a certain lease between Emilie Garber, Henry A. Garber and George H. Garber, lessors, and the Standard Oil Company of California, lessee, commencing the 1st day of September, 1939, and ending the 31st day of May, 1950.

LEGAL DESCRIPTION

The subject property is legally described as that certain parcel of land situated in Block 25, Town of Mariposa, State of California, described as: Commencing at the southeast corner of Block 25 as laid down on the map of said Town, on file in the County Recorder's Office of said County; at which point, is the northwest corner of Charles and 6th Streets; thence northerly on the Westerly line of Charles Street 170 -feet to a point; thence westerly at right angles with Charles Street and parallel with 7th Street 80- feet to the point of beginning; thence continuing westerly 30-feet ;thence at right angles southerly 1- foot 2- inches; thence at right angles westerly 70- feet; thence at right angles northerly 81-feet 2-inches to the southerly line of 7th Street: thence 60-feet westerly to the southeast corner of 7th and Jessie Streets; thence southerly along the easterly line of Jessie Street 250-feet to the northeast corner of Jessie and 6th Streets; thence easterly along the northerly line of 6th Street 160-feet; thence northerly 168- feet 10- inches along a line parallel to Charles Street to the point of beginning. The property is also known as APN 013-182-004.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Selection of a Director to Act as the Yosemite West Maintenance District Board Chair for 2023

RECOMMENDATION AND JUSTIFICATION

Selection of a Director to Act as the Yosemite West Maintenance District Board Chair for 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Director Rosemarie Smallcombe was Selected as Chair in 2022

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not choose a Chair and the Board would need to select one should the chair not be present.

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Selection of a Director to Act as the Yosemite West Maintenance District Board Vice-Chair for 2023

RECOMMENDATION AND JUSTIFICATION

Selection of a Director to Act as the Yosemite West Maintenance District Board Vice-Chair for 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Director MIles Menetrey was the Vice-Chair for 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not choose a vice-chair and the Board would need to select one should the chair not be present.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Yosemite West Maintenance District

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with George Reed for Yosemite West Emergency Access Road Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with George Reed for Yosemite West Emergency Access Road Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency. (4/5th Vote Required)

Snow melt due to the 2nd Federally-Declared Storm resulted in a landslide and washout damaging a 6 in. ductile iron pipe connecting the community's single well to its tanks. The break occurred approximately 1.2 miles from the end of pavement. The system lost pressure and Boil Notices went into effect. It took several days beginning on April 20th for the Contractor to re-establish the road in order for heavy equipment to be able to access the damaged location.

The County pays for emergency work using a Time & Materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $400,000.

This project is statutorily exempt from CEQA under Section 15269.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first and final update for this repair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Section 22050 may not be utilized.

FINANCIAL IMPACT

These repairs are a part of the 2nd Federally Declared Atmospheric River Event. The 25% local match will be a combination of State and local funds.

ATTACHMENTS

1. **Emergency Repair_Yosemite West _George Reed**

VOTE RESULT

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Yosemite West Emergency Repair

DATE: 4/20/2023

1. **IDENTIFICATION OF CONTRACTOR:**

   CONTRACTOR: George Reed, Inc., P.O. Box 4760, Modesto CA 95352

   LICENSE NO: 211337

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 $400,000, to be paid as **(check one)**: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) X per time and material rates and charges, up to a guaranteed not-to-exceed amount of $400,000. All payments **(check one)**: ☐shall X shall not be subject to a five percent (5%) retention.

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

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

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

   Substantial Completion Date: Within 30 working days of Commencement Date.

   Final Completion Date: Within 30 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

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

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

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

5. TERMS AND CONDITIONS.

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

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

B. Appendix B – General Conditions

C. Appendix C – Insurance

~~D. Appendix D – Construction Performance Bond~~

~~E. Appendix E – Construction Labor and Materials Payment Bond~~

F. Federal Conditions

G. Federal Wage Rates

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

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

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

COUNTY OF MARIPOSA

By: _____
Miles Menetrey, Chair
Board of Supervisors

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

CONTRACTOR:

Name: George Reed, Inc.

By: Rosie R Martinez
Rosie R. Martinez, Secretary

Appendix A to Construction Services Agreement

SCOPE OF WORK

The scope of work to be done is on the County's access road for the Yosemite West Wastewater Plant and consists, in general of:

> Re-grading and placing rock on a 1.2 mi access road damaged due to snow melt from the FEMA Declared Disaster - 4699DR.

The Contractor shall submit daily Time & Material (T&M) work reports. A Daily Work Agreement form will be used to identify all labor, materials, and equipment utilities for this work. The markups specified for labor, materials, and equipment include compensation for all cost, overhead cost, and profit is shown below:

Labor 35% (Prevailing Wage Rates)
Materials 15% (Receipts)
Equipment 15% (Caltrans Equipment Rental Rates)

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

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

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

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

ARTICLE 2 LEGAL AND MISCELLANEOUS

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

Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

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

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

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding

discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

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

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

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

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

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

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

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

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

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

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

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

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending

the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

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

C. Claim Format

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

D. Required Provisions on Contract Claim Resolution

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

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
      (2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall

schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

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

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

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

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

(c) Procedure:

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

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a

meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(6)

(End of Appendix B)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner,

warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

(*End of Appendix C*)

Appendix F to Construction Services Agreement

Federal Conditions

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency 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 all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

6. **CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, 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 (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at 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 which 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 paragraph 1.d. of this section; 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 CFR 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 conformed under paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding (29 CFR 5.5)

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records (29 CFR 5.5)

a. 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. 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 CFR 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, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) 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 CFR part 3;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 perfomed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 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 which 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 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who 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 CFR 5.12(a)(1).

b. 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 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. 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 he or she 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor 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 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 moneys 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 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 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 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

Appendix G to Construction Services Agreement

Federal Wadge Rates

"General Decision Number: CA20230018 04/07/2023

Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40

Area 3	$ 45.76	19.92

CARP0022-001 07/01/2021

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 are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes

Piledriver.....$ 54.10 34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2021

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

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes

Carpenters
Bridge Builder/Highway Carpenter.....$ 54.85 31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 84.50	3%+40.315

ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.50	27.655

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2022

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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		

(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2022

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 74.00	43.76

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.44
Technician	$ 58.86	25.67

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

	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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2021

""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:)		
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; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,

STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

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
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:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2021

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
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

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2021

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
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

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 type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions, and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA 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

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

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

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; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2021

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

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

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 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

	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
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 regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 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:

	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 TUDLUMNE 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)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-00S 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

GROUP 1: Asphalt spreader boxes (all types); 8arko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2021

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 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 57.16	30.24
AREA 2	$ 53.03	28.84

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes

PAINTER.....$ 51.04 27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 32.99	21.30
Drywall Finisher/Taper	$ 47.11	28.99

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEOA, 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 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

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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, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.75	35.14

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2022

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

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 8ENITO, 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 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 72.59	36.95

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* SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

SPRINKLER FITTER.....$ 44.32 27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000.....	$ 55.92	45.29
All Other Work.....	$ 64.06	46.83
AREA 2.....	$ 52.90	36.44
AREA 3.....	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Linda Reynolds PHONE (A/C, No, Ext): 650-378-4258 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS: lreynolds@andreini.com
INSURED BASIC-1 George Reed, Inc. P.O. Box 4760 Modesto, CA 95352	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Fire Insurance Co. — 19682 INSURER B: National Fire & Marine Ins Co — 20079 INSURER C: Ironshore Specialty Ins. Co. — 25445 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 201012068 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		51CSEQU2541	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $ 100,000 $ 10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X Phys. Damage X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		51CSEQU2542	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Phys. Damage	$2,000,000 $ $ $ $ ACV
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 25,000			42UMO10050408	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000 $ Following Form
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA Self Insured $ Certificate $ Attached $
C	Pollution			ICELLUW00144032	3/1/2023	3/1/2024	Ea Loss / Aggregate	$2M / $4M

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

The County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers, Owner Indemnities are included as Additional Insured on a primary and non-contributory basis with respect to General and Auto Liability per attached endorsements with Waivers of Subrogation granted, if required by written contract.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER	CANCELLATION
County of Mariposa 4639 Ben Hur Road Mariposa CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Reynolds

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STATE OF CALIFORNIA
Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova,CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-A** was issued by the Director of Industrial Relations to:

George Reed, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 04th of January 2023

Lyn Asio Booz, Chief

ORIG: Krissy Deleon
Risk & Claims Coordinator
Basic Resources, Inc.
928 12th Street, Ste 700
Modesto, Ca 95354

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 2106-A

CERTIFICATE OF CONSENT TO SELF-INSURE

GEORGE REED, INC. (a California corporation)
THIS IS TO CERTIFY, That Subsidiary of BASIC RESOURCES, INC. - Certficate No. 2106 has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF August 19 88

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

R.T. RINALDI DIRECTOR

MARK B. ASHCRAFT MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: *(a)* Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due: *(b)* Discharging his compensation obligations in a dishonest manner: *(c)* Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

Issued 8/17/88

FORM A-4-10

87 45547

MARIPOSA COUNTY

Board of Supervisors

Yosemite West Maintenance District

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Mid Cal Pipeline & Utilities for Yosemite West Emergency Waterline Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mid Cal Pipeline & Utilities for Yosemite West Emergency Waterline Repairs; Authorize the Yosemite West Maintenance District Chair to sign the Agreement; and Find the Project Meets All Emergency Requirements pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency. (4/5th Vote Required)

Snow melt due to the 2nd Federally-Declared Storm resulted in a landslide and washout damaging a 6 in. ductile iron pipe connecting the community's single well to its tanks. The break occurred approximately 1.2 miles from the end of pavement. The system lost pressure and Boil Notices went into effect. It took several days beginning on April 20th for the Contractor to trench, install new pipe, secure the joints and valves, backfill and test the waterline.

The County pays for emergency work using a Time & Materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $100,000.

This project is statutorily exempt from CEQA under Section 15269.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first and final update for this repair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Section 22050 may not be utilized.

FINANCIAL IMPACT

These repairs are a part of the 2nd Federally Declared Atmospheric River Event. The 25% local match will be a combination of State and local funds.

ATTACHMENTS

1. **Emergency Repair_Yosemite West_MidCalPipline**

VOTE RESULT

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Yosemite West Emergency Repair

DATE: 5/22/23

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Mid Cal Pipeline & Utilities, Inc. 6931 Mariposa Way Merced, CA 95341

LICENSE NO: 455113

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 $100,000, to be paid as **(check one):** (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) X per time and material rates and charges, up to a guaranteed not-to-exceed amount of $100,000. All payments **(check one):** ☐ shall X shall not be subject to a five percent (5%) retention.

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

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

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

Substantial Completion Date: Within 30 working days of Commencement Date.

Final Completion Date: Within 30 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

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

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

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

5. TERMS AND CONDITIONS.

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

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

B. Aopendix B – General Conditions

C. Appendix C – Insurance

~~D. Appendix D – Construction Performance Bond~~

~~E. Appendix E – Construction Labor and Materials Payment Bond~~

F. Federal Conditions

G. Federal Wage Rates

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

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

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

COUNTY OF MARIPOSA

By: _____
Miles Menetrey, Chair
Board of Supervisors

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

CONTRACTOR:

Name: Mid Cal Pipeline & Utilities, Inc.

By: Tammy L. Fausone
Tammy L. Fausone
Corporate Officer/Secretary

Appendix A to Construction Services Agreement

SCOPE OF WORK

The scope of work to be done includes waterline repairs in the community of Yosemite West, a County-maintained system, and consist, in general:

> Trenching, Bedding. Pipe Repair including Mechanical Joints and Valves, Backfilling, and Testing of damaged pipe caused by snow melt from the FEMA Declared Disaster - 4699DR.

The Contractor shall submit daily Time & Material (T&M) work reports. A Daily Work Agreement form will be used to identify all labor, materials, and equipment utilities for this work. The markups specified for labor, materials, and equipment include compensation for all cost, overhead cost, and profit is shown below:

Labor 35% (Prevailing Wage Rates)
Materials 15% (Receipts)
Equipment 15% (Caltrans Equipment Rental Rates)

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

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

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

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

ARTICLE 2 LEGAL AND MISCELLANEOUS

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

Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

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

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

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding

discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

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

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

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

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

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

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

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

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

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

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

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

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending

the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

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

C. Claim Format

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

D. Required Provisions on Contract Claim Resolution

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

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
      (2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall

schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

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

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

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

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

(c) Procedure:

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

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a

meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(6)

(End of Appendix B)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner,

warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

(End of Appendix C)

Appendix F to Construction Services Agreement

Federal Conditions

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency 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 all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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 contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant *shall complete* and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

6. **CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, 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 (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at 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 which 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 paragraph 1.d. of this section; 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 CFR 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 conformed under paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding (29 CFR 5.5)

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records (29 CFR 5.5)

a. 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. 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 CFR 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, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) 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 CFR part 3;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 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 which 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 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who 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 CFR 5.12(a)(1).

b. 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 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. 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 he or she 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor 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 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 moneys 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 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 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 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

Appendix G to Construction Services Agreement

Federal Wadge Rates

"General Decision Number: CA20230018 04/07/2023

Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40

Area 3	$ 45.76	19.92

CARP0022-001 07/01/2021

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 are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes

Piledriver.....$ 54.10 34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2021

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

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes

Carpenters
Bridge Builder/Highway Carpenter.....$ 54.85 31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 84.50	3%+40.315

ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.50	27.655

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2022

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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		

(1) Tunnel work.....$ 46.67 7.75%+25.88
(2) All other work.....$ 44.45 7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC059S-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 7S' 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 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.44
Technician	$ 58.86	25.67

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

	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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2021

""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:)		
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; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,

STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

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
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:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2021

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
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

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

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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

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GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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
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

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 type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions, and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA 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

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 34.70	21.22

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

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; 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 1S feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2021

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

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

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 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

	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
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 regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 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:

	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)

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2021

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 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 57.16	30.24
AREA 2	$ 53.03	28.84

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-01S 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes

PAINTER.....$ 51.04 27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 32.99	21.30
Drywall Finisher/Taper	$ 47.11	28.99

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin 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 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

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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, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.75	35.14

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2022

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

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 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 72.59	36.95

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* SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

SPRINKLER FITTER.....$ 44.32 27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	CONTACT NAME: Susan Cozzitorto-Ormonde PHONE (A/C, No, Ext): 209-386-5071 FAX (A/C, No): 209-385-6130 E-MAIL ADDRESS: scozzitorto@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins Company	20508
INSURER B: Continental Casualty Co.	20443
INSURER C: Westchester Surplus Lines	10172
INSURER D: Continental Insurance Co.	35289
INSURER E:	
INSURER F:	

INSURED MIDCA-3
Mid-Cal Pipeline & Utilities
Tammy Fausone
P.O. Box 2406
Merced CA 95344

COVERAGES **CERTIFICATE NUMBER:** 1241589046 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	7015205429	9/3/2022	9/3/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	7015205432	9/3/2022	9/3/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			CUE7015205446	9/3/2022	9/3/2023	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Rented Leased Borrowed Equipment			7015205429	9/3/2022	9/3/2023	Limit / Deductible	100000 / 2500
C	Pollution Liability			G71655908 002	10/6/2022	10/6/2023	Limit / Deductible	2000000 / 2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Roadway, water and sewer infrastructure improvement project - EDA No. 07-79-07487

County of Mariposa, its Board members, officers, directors, officials, agents, employees and volunteers are named as additional insured with respect to general liability and auto liability. Waiver of subrogation is applicable for general liability and auto liability. 30 day notice of cancellation. Excess Liability is following form.

CERTIFICATE HOLDER

County of Mariposa
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO FILES

31

INSURED

0002099115455003001530485367 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision A.1. does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision A.2.:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under SECTION II – WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In a.(4), the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered auto you lease, hire, rent or borrow without a driver; and

b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.

e. Such physical damage coverage for hired autos will:

(1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for loss to a covered auto in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An auto owned by that "executive officer" or a member of that person's household; or

b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered auto; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

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(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

CNA	CNA PARAMOUNT Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. **Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. **State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part.** However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim.**

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

   A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

   This insurance does not apply to:

   k. Damage to Your Product

   Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

   (1) fire;

   (2) smoke;

   (3) collapse; or

   (4) explosion.

   l. Damage to Your Work

   Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard.**

   This exclusion does not apply:

   (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury.**

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE:**

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data.**

C. The following definition is added to **DEFINITIONS:**

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS.** Please see that provision for the definition of **consolidated (wrap-up) insurance program.**

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured.**

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim.**

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured is** or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

   1. the **bodily injury** or **property damage**; or
   2. the offense that caused the **personal and advertising injury**;

   for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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MIDCALP-01 ACASTRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Carl Nelson Insurance Agency Inc 1519 N 11TH Ave Hanford, CA 93230	PHONE (A/C, No, Ext): (559) 584-4495	FAX (A/C, No): (559) 584-4516
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CorePointe Insurance Company	10499
INSURED	INSURER B :	
Mid Cal Pipeline and Utilities, Inc. PO Box 2406 Merced, CA 95344	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A	N/A	X	CPW1001081	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project: Roadway, Water and Sewer Infrastructure Improvement Project - EDA No. 07-79-07487; Phase 1 Sanitary Sewer Improvements;

Waiver of Subrogation applies in favor of The County of Mariposa, its Board Members, officers, directors, official, agents, employees and volunteers, as respect to Workers' Compensation per form: WC 04 03 06.

CERTIFICATE HOLDER

County of Mariposa
Public Works
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alli M. Castro

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2023	Policy No.	CPW1001081	Endorsement No.	0
Insured	Mid-Cal Pipeline & Utilities			Premium $	35,929
Insurance Company	CorePointe Insurance Company				

Countersigned by _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-280

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-281

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing the Local Health Emergency Due to the Oak Fire

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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

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-282

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution Continuing a Local Emergency Due to the Oak Fire

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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

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Wayne Forsythe

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-283

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Adopt a Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

---

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-284

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Adopt a Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, 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 March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

NAYS: None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-285

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind Resolution 96-247 and Approve a New policy Regarding Complaints Against Appointed Department Heads

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RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 96-247 and Approve a New policy Regarding Complaints Against Appointed Department Heads.

This action would replace the current policy governing complaints against appointed department heads with a new policy based on board direction given in March 2023.

The board of supervisors directly and collectively supervises eighteen department heads. The board desires to be diligent in its duty to supervise these staff and conducts annual performance reviews in addition to assigning liaisons to each department head and inviting regular updates.

From time to time, the board of supervisors becomes aware of a complaint or allegation that a department head has acted improperly or contrary to established policies and/or expectations. Though an infrequent occurrence, the board desires to act swiftly in these circumstances to understand the merits of any complaint (or lack thereof) and appropriately address concerns.

Five supervisors sharing supervision of executive staff has inherent challenges. Staff do not work for any one or two supervisors, even the assigned liaisons, so the full board must be included on any personnel decisions. The full board can only consult on items that are publicly agendized, which delays its ability to act on a concern by at least eleven days and as many as sixty days is possible.

While personnel issues may be discussed in closed session, the position being discussed in closed session must be included on the agenda. This means that every complaint receives publicity and speculation, regardless of its merits, and could be a venue for retaliation against and unnecessary embarrassment of county department heads. In addition, the decision to discuss complaints in open or closed session is made at the discretion of the complainant, exacerbating the potential for embarrassment and introducing additional liability for the County.

Current policy and practice also discourage employees who may have valid complaints against department heads from coming forward. In addition to the public attention that comes from an agendized item, department heads are currently notified when a complaint is received against them including the nature of the allegations and the name of the complainant(s). This creates a period of at least eleven days when the board is aware of possible harassing or retaliatory behavior against an

employee but unable to take any action or give any direction to stop or prevent that behavior.

It should be noted that human resources evaluates concerns and complaints that come to its attention for possible investigation whether or not the board receives a formal complaint. When investigations are pursued and result in sustained findings, the board is notified. County workplaces are intended to be places where all staff are welcome, safe from harassment, and able to be productive. With the board's support, the administration team, including human resources, works closely with county counsel and the clerk of the board's office to ensure the County is doing its due diligence on all matters of which it is aware.

At the request of the board, staff has inquired how complaints against department heads are handled in other California counties. The two most common approaches, practiced in a majority of our fellow counties, are to investigate all complaints through a third party and notify the board only when an investigation substantiates allegations; and to allow human resources to determine which complaints merit investigation and inform the board only when an investigation substantiates allegations.

Both of these approaches allow for more rapid and confidential action, but require a certain comfort level with delegating some duties of supervision to administration and human resources. Most other counties in California have already delegated oversight of department heads to the county administrative or executive officer, even when the board has retained hiring and firing authority, removing the board from direct involvement in a complaint unless the results of an investigation were likely to result in serious discipline or termination. In Mariposa, the board is still department heads' direct supervisor.

Some counties also reported establishing anonymous complaint hotlines, conducting biennial 360 reviews of department heads to solicit performance feedback, and other similar actions. One county reported that they have a closed session with every department head listed on every agenda to allow for personnel discussions to happen at any time. This action adds a degree of confidentiality, but also appears to undermine the Brown Act's intent for transparency.

This discussion and direction item is presented at the request of the board to allow for additional conversation on this topic. As of this writing, no complaints have been received and staff is not aware of any complaints that may be pending. Discussion and direction is related to unknown potential future issues only.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 8, 1985, the Board adopted Resolution 85-315 establishing a policy for complaints against County employees.

On September 24, 1996, the Board adopted Resolution 96-427 establishing a policy for complaints against department heads or other employees who report directly to the board of supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The existing policy will continue to be used. The Board may provide additional direction to revise and return.

Amend and approve. The Board may change elements of the policy and adopt as amended.

FINANCIAL IMPACT

ATTACHMENTS

1. 2023.05.04 Draft DH Complaint Process

VOTE RESULT

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

Resolution 23-___

Resolution Adopting a Procedure for Complaints Against Appointed Department Heads

WHEREAS, the Board of Supervisors is resolved to provide a work environment that is free from harassment, discrimination, abuse, retaliation, or the violation of other laws, regulations, and policies governing the conduct of County employees; and

WHEREAS, the Board of Supervisors expects employees to serve the public with professionalism, treat each other with respect, eliminate wasteful and inefficient practices, collaborate with County partners, use government funds appropriately, and adhere to all applicable laws, regulations, and policies at all times; and desires to be able to address instances when its employees may fall short of these standards; and

WHEREAS, the Board of Supervisors seeks to address any complaints against its employees, specifically department heads appointed or contracted by the Board, in a timely, fair, and transparent fashion; and

WHEREAS, rescinding the existing policy and procedure on these matters and adopting a new policy will best meet the objectives of the Board of Supervisors and further protect the integrity of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, as follows:

1. Any person who believes that a County appointed and/or contracted department head has engaged in improper governmental activity or behavior contrary to established laws, regulations, and/or County policies, should report such activity to the human resources (HR) director. If the allegations in the complaint concern misconduct by the HR division, the complainant should file the complaint directly with the county administrative officer (CAO).

2. The complaint shall provide information in writing that a County department head has engaged in activity or behavior in violation of state or federal law, established state or federal regulations, County ordinance, County policies, and/or administrative memoranda. Examples of such improper conduct include, but are not limited to: harassment, discrimination, bullying, retaliation, misusing County resources, using a County position to advance private interests, political coercion, violating conflict of interest laws, ethical failures, and so on. The complaint must be signed by the complainant or an authorized representative of a legal entity to be considered pursuant to this resolution.

3. Upon receipt of a complaint, the HR director shall promptly plan and ensure that an appropriate investigation takes place. For the purpose of this resolution, an investigation may be considered a very brief follow-up communication conducted by the HR director or, at the discretion of the HR director, may require more thorough gathering and analysis of facts, up to and including the use of an independent third party that typically performs workplace investigations and/or consultation with an appropriate law enforcement agency (or agencies).

a. Details of an investigation may be shared, as needed, with Human Resources Division staff, the Office of the County Counsel, the County Administrative Officer, third-party investigators, law enforcement agencies, and/or other parties when disclosure is necessary for the investigation or the operation of the County. All involved parties will treat the complaint and related information, including, but not limited to, information gathered and prepared in the course of the investigation of the complaint, as confidential unless otherwise necessary to conduct the investigation or disclosure is required by applicable law.

b. Complaints should be resolved at the earliest possible stage. If the HR director can resolve the complaint without the use of a third-party investigator, s/he should do so provided it does not inappropriately limit the availability of facts, the quality of the investigation, or the ability of the Board to reach its stated objectives.

c. In situations potentially warranting involvement from law enforcement and/or licensing agencies, the HR director shall determine what action or referral should be made in consultation with county counsel.

d. Within ten (10) working days of receipt of a complaint, as described above, the HR director shall provide a written response to the complainant providing the status of the investigation, proposed solutions, and any next steps. If the investigation requires more than ten (10) working days to complete, subsequent updates should be made in writing until the investigation is concluded. The HR director shall seek to resolve complaints as quickly as possible.

e. If the complaint is forwarded to a third-party investigator, the Board shall receive the results of the investigation during a closed session hearing. The Board may elect to speak with the complainant(s) and/or employees being accused at its discretion. The Board shall then issue a final determination in the matter.

    i. Where wrongdoing is sustained, the Board may implement supportive and/or corrective actions including, but not limited to, 360 review, coaching, retraining, performance improvement plans, administrative leave, suspension, and/or termination.

    ii. Any supportive and/or corrective action taken as a result of the investigation will remain confidential and may not be disclosed to the complainant.

f. If the complaint is not forwarded to a third-party investigator, the Board of Supervisors will be informed at the conclusion of the investigation that an investigation was conducted, the nature of the allegations, whether the allegations were sustained, and any other relevant findings. The Board shall receive a copy of the written complaint and the HR director's response(s). The Board of Supervisors, Human Resources Division, and/or the Department will take the necessary steps to address the improper conduct, including any necessary systemic changes to minimize or prevent reoccurrence of any improper activity.

i. A complainant may appeal the decision of the HR director within ten (10) working days of receiving the final HR Director's response. The submitted appeal shall include the grounds for appeal. Upon receipt of a request to appeal, the HR director shall consult with the CAO about the findings of the HR Director's investigation. The CAO may then decide to bring the appeal to the Board in closed session or reject the appeal and issue a final and binding appeal rejection to the complainant, stating clearly why the appeal is being rejected. The Board will be informed of the appeal and the CAO's decision.

4. Retaliation or reprisal against any complainant or informant is strictly prohibited by County policy, Labor Code Section 1102.5, and any subsequent amendments to either. However, the filing of a complaint by a County employee in bad faith may result in the employee being subject to appropriate disciplinary action.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-286

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with CAL FIRE for Training on Midpines-Lazy Oaks Property; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CAL FIRE for Training on Midpines-Lazy Oaks Property; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Board of Supervisors approved a Cooperative Agreement with CAL FIRE in December of 2022 to use County property in Midpines for fire training. The training site is approximately 312 acres of undeveloped, forested land in Midpines, with training activities to include felling dead trees, constructing handline and bulldozer lines, and burning or chipping any fuel that is removed. It will result in a significant fuel break in the oft-threatened Midpines area, fire crew experience in mountainous terrain, and ongoing maintenance of County property.

An additional document, a State of California Standard Agreement (RM 75), is required to supplement that approved Cooperative Agreement. A sample RM 75 form was referenced at the time of initial project approval, but it could not be completed until after the Cooperative Agreement allowed CAL FIRE to access the property and develop a full scope of work and environmental compliance evaluation. The sample RM 75 has been replaced with an updated version, including extensive accompanying documentation, and now is ready for review and approval by both agencies. CAL FIRE has used the name Lazy Oaks on the accompanying documents, but it remains the same Midpines project. Staff recommends approval of the RM 75 Standard Agreement to allow full implementation of the existing Cooperative Agreement for training in Midpines.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2022-667 - CAL FIRE Midpines Training Site: The Board has approved other agreements for services with CAL FIRE and leased County land for grazing, but the Midpines project was the first agreement for County land to be used for fire training.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. CAL FIRE will not be able to proceed with fire training or reducing fuels on County property in Midpines.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Midpines-LazyOaks CAL FIRE Std Agmt RM 75 docs_20230530

VOTE RESULT

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
RM 75 (Rev 05/20)

AGREEMENT NUMBER	
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
The California Department of Forestry and Fire Protection

COOPERATOR'S NAME
Mariposa County

2. The term of this Agreement is: 10 years through

3. The maximum amount of this Agreement is: **$** 0

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

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C – General Terms and Conditions	3 pages
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	
Section 1 – Project Plan, Description and Specifications	See attatched
Section 2 – Project Cost Analysis Summary	See attatched
Section 3 – Environmental Checklist	NOE attached

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

COOPERATOR

COOPERATOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
The California Department of Forestry and Fire Protection

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

☒ Exempt per: State Contracting Manual § 4.04(A)(2) [contract value is less than $50,000]

April 10, 2023

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Cooperator and State Agency agree to provide labor, equipment, or services as described in the Prescribed Burn Plan attached as part of Exhibit E, Section 1 – Project Plan, Description and Specification.

2. The services shall be performed at the location identified in the Prescribed Burn Plan attached as part of Exhibit E, Section 1 – Project Plan, Description and Specification.

3. The services shall be provided at such times as are mutually agreeable to Cooperator and State Agency, subject to the operational needs of State Agency and compliance with all federal, state, or local restrictions as to the timing of the conduct of the work.

4. The project representatives during the term of this agreement will be:

State Agency: CAL FIRE	Cooperator: Mariposa County
Name: Mike van Loben Sels	Name: Dallin Kimble
Phone: (209) 966-3722	Phone: (209)966-3222
Email address: Mike.vanLobenSels@fire.ca.gov	Email address: dkimble@mariposacounty.org

Direct all inquiries to:

State Agency: CAL FIRE	Cooperator: Mariposa County
Section/Unit: MMU	Section/Unit:
Attention: Brian Mattos	Attention: Dallin Kimble
Address: 5366 Highway 49 North Mariposa, CA 95338	Address: PO Box 784 Mariposa, CA 95338
Phone: (209) 742-1907	Phone: (209) 966-3222
Email address: brian.mattos@fire.ca.gov	Email address: dkimble@mariposacounty.org

5. A detailed description of work to be performed and the duties of all parties is contained in the Prescribed Burn Plan attached as Exhibit E, Section 1 – Project Plan, Description and Specification which the Prescribed Burn Plan is incorporated into the Exhibit E as if fully set forth herein.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Estimated Costs**

   CAL FIRE will incorporate all estimated costs within the Prescribed Burn Plan for this Project and apportion for an estimate of projected costs. The Cooperator may accept responsibility for the estimated costs of private benefits to be created concomitantly with the public benefits.

2. **Equipment**

   Any equipment included in the Prescribed Burn Plan for this Project provided by the Cooperator to offset estimated pro rata costs summarized in item #1 above will include all necessary operation, repair, and maintenance expenses.

3. **Cash Deposit in Lieu of Providing Materials, Services, or Equipment**

   Any Cooperator may, in lieu of providing materials, services, or equipment to offset pro rata costs for private benefits, establish a trust account or make a certificate of deposit payable to the State for funds to equal the estimated pro rata costs. Disbursement of any such funds to the State shall be made within 15 days after satisfactory completion of specified work.

4. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. Prompt Payment Clause

If any payments are due under the Agreement, such payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Cooperator may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Cooperator, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Cooperator agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Cooperator agrees to maintain such records for possible audit for a minimum of three (3) years after completion of the Prescribed Burn Plan, unless a longer period of records retention is stipulated. Cooperator agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Cooperator agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: State Agency agrees to indemnify and hold harmless the person or public agency contracting with the department with respect to liability arising out of performance of the contract as allowed in Public Resources Code section 4476. In the same manner State agency agrees to indemnify any Cooperating public entity that has entered into a “Fire Protection Cooperative Agreement” with CAL FIRE pursuant with PRC 4129. Cooperator agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement.

6. DISPUTES: Cooperator shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any duties under this Agreement should the Cooperator fail to perform the requirements of this Agreement at the time and in the manner herein provided.

8. TERMINATION WITHOUT CAUSE: Either party may cancel this Agreement thirty days (30) days after providing written notice to the other party, provided that if Cooperator cancels this Agreement pursuant to this section, Cooperator shall be liable to the State for all planning and site preparation costs incurred by the State prior to termination of the Agreement by Cooperator.

9. INDEPENDENT CONTRACTOR*:* Cooperator, and the agents and employees of Cooperator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

10. RECYCLING CERTIFICATION: Cooperator shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C

11. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Cooperator and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Cooperator and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Cooperator and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Cooperator and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Cooperator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. All references to “Contractor” in document CCC 307 shall be interpreted as applying to Cooperator under this Agreement.

13. TIMELINESS: Time is of the essence in this Agreement.

14. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Cooperator by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Cooperator shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

EXHIBIT C

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the Cooperator acknowledges in accordance with Public Contract Code 7110, that:

a. The Cooperator recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The Cooperator, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, the Cooperator shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Agreement Cooperator made a commitment to achieve small business participation, then Cooperator must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Agreement Cooperator made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Cooperator must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the Cooperator received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Cooperator; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. TERM OF THE AGREEMENT: The term of this Agreement shall commence on the date identified in item 2 of this Agreement and will terminate upon satisfactory completion of the prescribed burning project, but in no event will the term of this agreement exceed ten (10) years.

2. INCIDENT COMMANDER/FIRE BOSS: The Unit Chief which approves the Prescribed Burn Plan for this project will designate an Incident Commander (IC) (Fire Boss in Public Resources Code [PRC] 4476). This IC shall have final authority to (a) approve, amend, and implement the Prescribed Burn Plan, (b) determine that the fuel and weather are suitable, and that all crews and equipment are ready, and (c) direct all work assignments of public employees and persons furnished by the Cooperator until the prescribed burning is completed and the fire is declared out. The Unit Chief for this project is:

Mike van Loben Sels
(Name)

3. OWNERSHIP AND CONTROL: Cooperator certifies that Cooperator owns or controls the prescribed burn area delineated on the map incorporated within the Prescribed Burn Plan attached to this Agreement as Exhibit E, Section 1 – Project Plan, Description and Specification.

4. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Cooperator of his responsibilities and obligations hereunder. The Cooperator agrees to be as fully responsible to the State for the acts and omissions of its subcontractors 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 Cooperator. The Cooperator's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Cooperator. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. REQUIRED CERTIFICATION OF STATE: The State certifies that the Project contemplated by this Agreement, when successfully completed, will accomplish a purpose enumerated in PRC 4475 and that the State has determined that the anticipated public benefit from the proposed project will exceed the foreseeable damage that could result from the Project.

6. WORKERS COMPENSATION: All personnel similarly provided by the Cooperator shall be agents of the Cooperator for purposes of Worker's Compensation. Cooperator shall indemnify the State and hold harmless for any claims from the above agents. The State is likewise responsible for its equipment and personnel.

7. DGS EXEMPTION CERTIFICATION: I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services' approval.

By:_____

Name:_____ Title:_____

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California Department of Forestry and Fire Protection Environmental Review Report for an Exempt Project

Note: This report form is intended for use by California Department of Forestry and Fire Protection (CAL FIRE) staff to document a limited environmental impact analysis supporting the filing of a notice of exemption document for a proposed CAL FIRE project. Although the project appears to fit within the descriptions for allowable categorical exemptions, this report presents CAL FIRE's review for possible exceptions that would preclude finding the project to be categorically exempt as discussed in CEQA Guidelines Section 15300.2. This report will be filed with the CEQA administrative record for this project to document the environmental impact analysis conducted by CAL FIRE. Revised 01/01/2020.

Author:	**Sebastien Cordier & Brian Mattos**
Title:	**Environmental Scientist & Unit Forester**
Address:	**CAL FIRE, 5366 North Highway 49, Mariposa, CA 95338**
Phone:	**(559) 706-8808 & (209) 742-1907**
Email:	**Sebastien.Cordier@fire.ca.gov & Brian.Mattos@fire.ca.gov**

Project Name:	**Lazy Oaks**
Project Number:	**4200-2023-FPL-002**
Program Type:	**Hand Crew Proficiency Training**
CAL FIRE Unit:	**Madera-Mariposa-Merced**
County:	**Mariposa**
Acres:	**308**
Legal Location:	**Sec. 36 T04S R18E**

Name of USGS 7.5'Quad Map(s): **Feliciana Mtn.**

☒Project Vicinity Map Attached ☒Project Location Map Attached ☒Photos Attached

Other Public Agency Review or Permit Required:

Would the project result in:	YES	NO
Alterations to a watercourse (DFW - Lake and Stream Alteration Agreement)	☐	☒
Conversion of timberland (CAL FIRE - Conversion Permit or Exemption)	☐	☒
Demolition (Local Air District - Demolition Permit)	☐	☒
Soil disturbance over 1 acre (RWQCB - SWPPP)	☐	☒
Fill of possible wetlands (404 Permit - USACE)	☐	☒
Other: Mariposa Air Pollution Control District Permit(s)	☒	☐

Discuss any above-listed topic item checked Yes and consultation with agencies:

Project Description and Environmental Setting (describe the project activities, project site and its surroundings, its location, and the environmental setting):

The California Department of Forestry and Fire Protection is proposing Hand Crew Proficiency Training. Project activities will take place in the dense mixed shrubland community with some overstory oak and pine trees. Hand crew proficiency training is for crews to practice creating handlines annually in Spring and potentially Fall as well as pile burning during open and burn permit season. Handline construction involves cutting through dense brush and a light scraping of the duff layer. Handlines are approximately a 10 feet wide saw cut with a 3 feet wide light scrape of the duff layer in the middle, and up to 300 feet long. Multiple crews will be training in this area, so multiple handlines will be made. This will allow hand crews to practice in a safe, real-world environment to get their timing and techniques ready for wildfire season. Crews may pile burn the cut shrubs for debris clean up as needed during open and burn permit season or use a chipper to treat the fuels. No healthy, mature, and scenic trees will be removed except for hazard purposes. No large (>10" DBH) trees will be removed and ladder fuels up to 12ft high will be trimmed and cleared. Snags in the project area will be checked for species presence before removal. Young trees of commercial species will be favored in thinning.

This project is on one participating property owner land, County of Mariposa, covering 308 acres. This project is in Mariposa County, on the Feliciana Mtn. CA USGS 7.5' Quadrangle Map. Legal Description is Sec. 36 T04S R18E MDB&M. This project is located on West of Oak Road, North of Yosemite Oaks Road, East of Crystal Air Drive. The project is located approximately 0.75 miles West of Midpines, CA. Driving on Highway 140 towards Midpines, CA. Turn onto Oak Road, project area is to the West. Project elevation is between 2711 - 3614 feet.

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Environmental Impact Analysis

Aesthetics
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
The proposed project is in a rural area, surrounded by private landowners with no public access. It is not visible from the main Highway 140, and the vegetation community will grow back after project activities. No significant adverse aesthetic impacts will occur from this proposed project.

Agriculture and Forest Resources
☐ This topic does not apply to this project and was not evaluated further.
☐ Yes ☒ No Would any trees be felled? If yes, discuss protection of nesting birds, if necessary.
☐ Yes ☒ No Would the project convert any prime or unique farmland?
☐ Yes ☒ No Would the project result in the conversion of forest land or timberland to non-forest use?
☒ This topic could apply to this project, and results of the assessment are provided below:
Majority of the area does not meet the California Forest Practice Rules definition of Timberland. No healthy, mature, and scenic trees will be removed except for hazard purposes. Snags will be checked for nesting birds or other wildlife prior to removal. No adverse impacts to Agriculture or Forest Resources will result from this project.

Air Quality
☐ This topic does not apply to this project and was not evaluated further.
☒ Yes ☐ No The local Air Quality Management District guidelines for dust abatement and other air quality concerns were reviewed for this project.
☒ This topic could apply to this project, and results of the assessment are provided below:
MMU will conduct burning in accordance with the Mariposa Air Pollution Control District Rules and Regulations including submission and approval of a Smoke Management Plan. The project is in a rural area and impact to smoke sensitive areas is not expected, pile burning will happen on allowed burn days. Emissions resulting from the transportation and project activities will not result in significant impacts to air quality as the amount of traffic and emissions would be minimal. See also GHG calculations. No significant impacts to air quality will occur from this proposed project.

Biological Resources
☐ This topic does not apply to this project and was not evaluated further.
☐ Yes ☒ No Will the project potentially effect biological resources?
☒ Yes ☐ No Was a current California Natural Diversity Database review completed? Results discussed below:
☒ Yes ☐ No Was a biological survey of the project area completed? Results discussed below:
☒ This topic could apply to this project, and results of the assessment are provided below:
The California Natural Diversity Database (CNDDB) was viewed to determine presence of any known occurrences of rare, federal, or state endangered/threatened (or candidate for listing thereof), sensitive, or other specially listed species of concern. A CNDDB 5-mile search was completed in February 2023 and returned 22 species of special status. Comprised of 8 annual herbs, 5 perennial herbs, and 9 wildlife species. From the 22 species of special status returned, 14 were ruled off the project because the project area does not match the species habitat preferences via Elevation, Habitat, Soils, and Other Resons. Of the 8 remaining species that have potential to be present on project, there are 4 annual herbs, 3 perennial herbs, and 2 wildlife species. A special-status plant and wildlife summary tables is attached, containing each species, their status, habitat description, potential to be within the project area, and their avoidance strategy.

The 4 potential Annual Herbs are Clarkia rostrata, Diplacus pulchellus, Erythranthe gracilipes, Leptosiphon serrulatus. The 3 potential Perennial Herbs are Balsamorhiza macrolepis, Entosthodon kochii, Horkelia parryi. The 2 potential Wildlife species are Antrozous pallidus and Bombus crotchii.

Hand crew training is taking place in the dense mixed shrubland community with some overstory oak and pine trees. The understory annual and perennial herbs are not present due to the shrubland dominating the space. Removal of the dense mixed shrubland community would open the habitat and promote new growth. Lazy Oaks common plant species list: Manzanita, toyon, chamise, ceanothus, poison oak, interior live oak, canyon live oak, black oak, blue

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oak, incense cedar, ponderosa pine, mountain mahogany, buck eye, grape vine, periwinkle, ferns, sugar pine, bear clover, red berry shrub, gray pine, gooseberry, California blackberry, spice bush, and chervil.
No Bombus crotchii were observed during surveys. Their foraging habitat is not present, there are no open grassland habitat with flowers in this project area. If nests are found during project work, work will pause until CAL FIRE notifies the California Department of Fish and Wildlife for proper avoidance strategy.

Antrozous pallidus may forage in a broad range of habitats, including those present in the project area. This species forages at night, outside of the project implementation hours, and will not be directly impacted by project activities. Foraging habitat will not be reduced to a point of significantly impacting functionality. The Antrozous pallidus have suitable roosting habitat within the project area, such as caves, mines, rock crevices, bat houses, human structures, live trees, and snags. However, no large (>10" DBH) trees will be removed. Therefore, no impacts will occur to pallid bat roosting habitat, and any disturbance will be transitory in nature and will not be significant.

No healthy, mature, and scenic trees will be removed except for hazard purposes, only the ladder fuels will be trimmed and cleared. Snags in the project area will be checked for species presence before removal. Nesting bird survey will be completed prior to the start date. Wood rat nests were observed in the project area, crews will be directed to go around them.

One unmapped Class III watercourse intersects the northern portion of this project. A Class III watercourse has no aquatic life but is capable of moving sediment downstream to Class I or II watercourses. A 25ft Watercourse and Lakeshore Protection Zone (WLPZ) will be placed around it, where no ground disturbance, pile burning, or chipping will take place. Crews can enter the WLPZ to cut and remove woody debris and ladder fuels. Watercourses were classified using CCR 956.5 procedure for determining WLPZ widths and protection measures.

Surveys on 11/29/2022, 3/16/2023, and 3/27/2023 identified no special status species. Although no impacts are anticipated, should any listed species be observed within or directly adjacent to the project area during project implementation, work will pause, and CAL FIRE will notify U.S. Fish and Wildlife Service and/or the California Department of Fish and Wildlife for proper avoidance strategy.

A pre-operations briefing with the Chiefs and Crew Supervisors who will be work on this project will be held to explain the project parameters, limitations, and avoidance zones. Will also provide a project information sheet and map explaining and showing the project parameters, limitations, and avoidance zones.

Additionally, CAL FIRE contacted CDFW, RWQCB, and USFWS to discuss biological resources on 3/2/2023. CDFW replied on 3/24/2023. RWQCB replied on 3/9/2023. USFWS replied on 3/9/2023.

After review and survey of project-specific biological resources, suitable habitat is present but adverse effects can be clearly avoided. Thus, no impact on special status species will occur.

Cultural Resources/Tribal Cultural Resources

☐ This topic does not apply to this project and was not evaluated further.
☒ Yes ☐ No Was a current archaeological records check completed? Results discussed below:
☒ Yes ☐ No Was a CAL FIRE staff or contract archaeologist consulted? Results discussed below:
☒ Yes ☐ No Was an archaeological survey of the project area completed? Results discussed below:
☐ Yes ☒ No Will the project effect any historic, archaeological or tribal cultural resources?
☒ This topic could apply to this project, and results of the assessment are provided below:

An Archaeological Records Check was sent to the California Historical Resource Information Center (CHRIS), specifically to the Central California Information Center, Elizabeth Greathouse, on 2/17/2023. They replied on 3/6/2023 with records check file number 12450M. The CAL FIRE Native American Contact List (published January 1, 2023) was used to send project notification letters to the Mariposa County NACL on 2/17/2023. I.e., Native American Heritage Commission, attention cultural resources representative. North Fork Rancheria attention, Elaine Bethel Fink. Southern Sierra Miwuk Nation, attention Sandra Chapman.

No sites were previously recorded within 100ft of the project area. The Area of Potential Effects was surveyed on 11/29/2022, 3/16/2023, and 3/27/2023, no new archaeological sites are within 100ft of the project area. See Confidential Archaeological Survey Report for more information.

If any additional archaeological resources are discovered during operations, all work is to stop within the area of the find. The CAL FIRE MMU Forester, Environmental Scientist, and the Associate State Archaeologist are to be notified

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of new finds immediately. Work in the area of the find shall not resume until protection measures have been incorporated into the project and the Associate State Archaeologist has approved them. CAL FIRE staff determined that less-than-significant impacts to cultural resources will occur because of this planned project.

Energy

☐ This topic does not apply to this project and was not evaluated further.

☒ This topic could apply to this project, and results of the assessment are provided below:

The project is limited to handline construction, cutting brush and pile burning. The project is unrelated to renewable energy and will neither result in renewable energy outputs or impact existing and/or planned renewable energy projects. No negative impacts to Energy will occur from this project.

Geology and Soils

☐ This topic does not apply to this project and was not evaluated further.

☒ This topic could apply to this project, and results of the assessment are provided below:

The project area is generally stable with no geologic concerns. No negative impacts to Geology and Soils will occur from this project. No chippers or vehicles are allowed on slopes greater than 60%.

Greenhouse Gas Emissions

☐ This topic does not apply to this project and was not evaluated further.

☐ Yes ☒ No Would the project generate significant greenhouse gas (GHG) emissions?

☐ Yes ☒ No Would these GHG emissions result in a significant impact on the environment? Discuss below:

☐ Yes ☒ No Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? Discuss below:

Minor temporary emissions will occur from travel to, from, and work within the project site. Greenhous Gas (GHG) emissions calculations were based on estimates of total fossil fuel consumption by motorized equipment required for facilitation of this project. Estimates were based on high end usage projections. Conversion factors utilized were obtained from the California Climate Action Register (CCAR) General Reporting Protocol (CCAR 2009). FOFEM emissions calculations estimate the emissions for burning fuel types. See Calculations detailed below, total estimated CO2e produced under the scope of this project this will result in net release of 927.36 Metric Tons (MT) of CO2e. Expected daily project work emissions for hand crew chainsaw and transportation is 0.25 MT CO2/day. Expected pile burning smoke emissions is 927.11 MT CO2/year.

GHG:

Greenhouse Gas Estimated CO2 Emissions Worksheet

Definitions	
MPG	Miles Per Gallon
GPD	Gallons Per Day
MT	Metric Tons
CO2	Carbon Dioxide
kg	Kilogram
ac	Acres
gal	Gallon
Yr.	Year

Project Information

Project Name	Lazy Oaks
Project Acres	20
Total Project Days	1
One-Day Round Trip Miles	14

Blue = Inputs
Black = Equation Produced Data
Red = Constants
Gold Highlight = Final Calculation

Equipment Used

Pickup Trucks		Chainsaws		Chippers		Crew Bus and Engines		Road Grader	
Fuel Type	Gasoline	Fuel Type	Gasoline	Fuel Type	Gasoline	Fuel Type	Diesel	Fuel Type	Diesel
# of Vehicles	1	# of Chainsaws	10	# of Chippers	1	# of Vehicles	1	# of Vehicles	0
One-Day Round Trip Miles	14	-	-	-	-	One-Day Round Trip Miles	14	One-Day Round Trip Miles	14
Total Miles	14	Total Project Days	1	Total Project Days	1	Total Miles	14	Total Miles	0
MPG	12	GPD	1.5	GPD	10	MPG	8	MPG	4
Total Gallons	1	Total Gallons	15	Total Gallons	10	Total Gallons	2	Total Gallons	0

Exhaust CO2 Emissions Calculations

Gasoline		Units
Total Gallons of Gasoline	26	gal
Gasoline CO2 Emission Factor: kg CO2/gal	8.81	kg CO2 / gal
Total Gas Kg of CO2 Produced	230.53	kg CO2
Conversion Factor kg to MT	1000	1MT = 1000kg
Total Gas Emissions MT of CO2	**0.23053**	**MT CO2**

Diesel Fuel		Units
Total Gallons of Diesel	2	gal
Diesel's CO2 Emission Factor: kg CO2/gal	10.15	kg CO2 / gal
Total Diesel Kg of CO2 Produced	17.76	kg CO2
Conversion Factor Kilogram to MT	1000	1MT = 1000kg
Total Diesel Emissions MT of CO2	**0.01776**	**MT CO2**

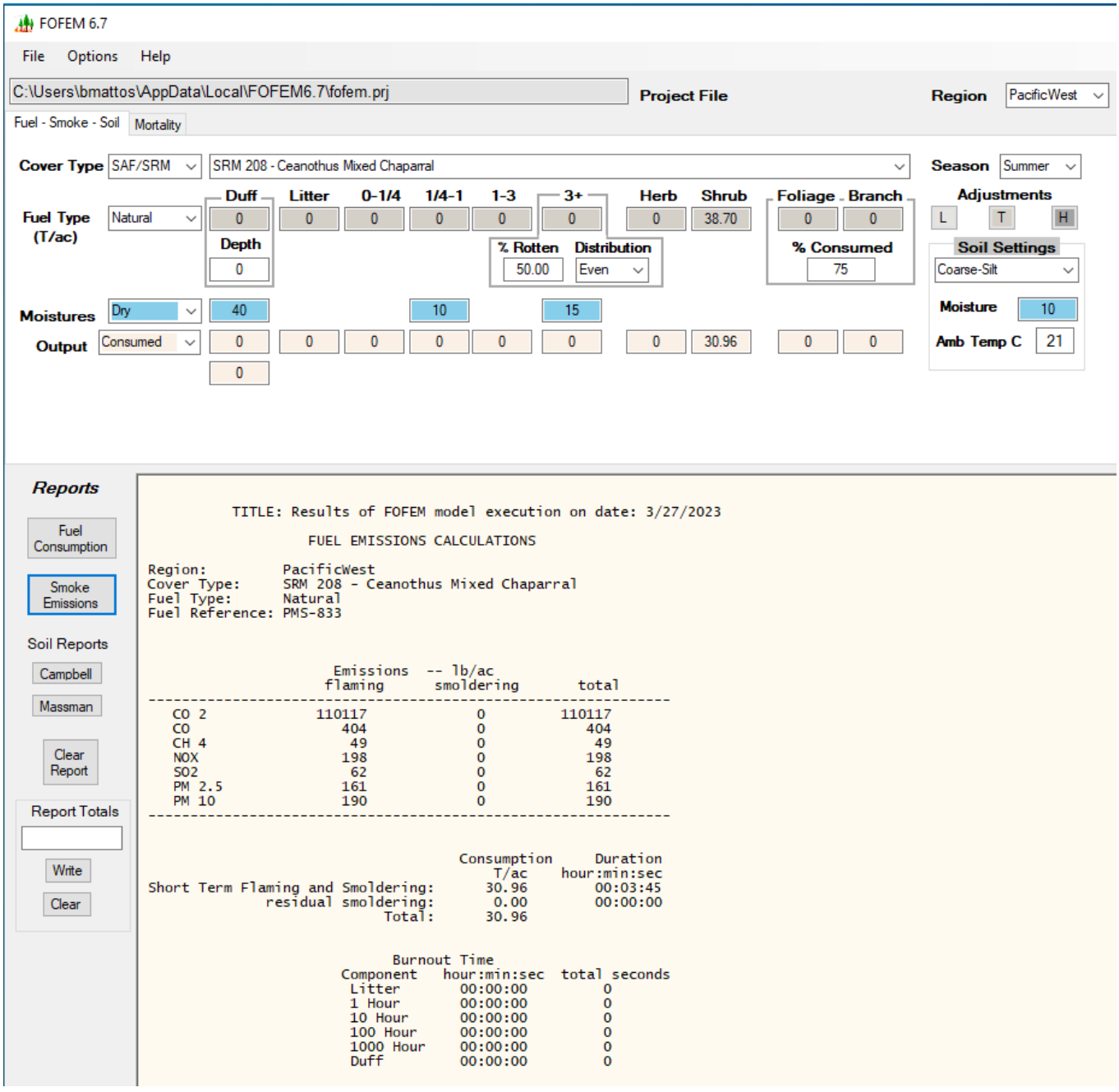
Total Gas and Diesel Emissions MT CO2	**0.25**

Smoke or Decay CO2 Emissions	
Consumption US Tons/Acre Removed (FOFEM)	30.96
Biomass Total US Tons Removed	619.2
Conversion Factor Tons of Biomass to Tons CO_2	1.65
Smoke Emissions US Tons of CO2	1021.68
Conversion Factor US Tons to MT	1.102
Total Smoke Emissions MT of CO2	**927.11**

Final Outputs			
Total MT of CO_2 for Project	**927.36**		
Sequestration Rate 2 - 6 Tons/Ac/Yr.	4	>>>>>>>>>>>>>>>>>>>>	Sequestration Rates
Total Sequestration Rate/Yr.	293.6		2 = Grassland
Years Required for Complete Sequestration	**3.16**		4 = Shrub and trees.

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FOFEM:



The widely accepted significance threshold for GHG emissions for projects is 1,100 MT CO2e/yr. The De Minimis Level for the operational phases of 1,100 MT CO2e/yr represents an emissions level which can be considered as less than cumulatively considerable and be excluded from the further GHG impact analysis.

https://ww2.arb.ca.gov/resources/documents/frequently-asked-questions-wildfire-emissions
https://www.placer.ca.gov/DocumentCenter/View/2061/Threshold-Justification-Report-PDF
https://www.airquality.org/LandUseTransportation/Documents/GHGThresholdsJustificationSept2014.pdf

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Hazards and Hazardous Materials
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
The project will not create a significant hazard to the public or the environment related to hazardous materials, emergency evacuation, or wildfire risk. No adverse impacts from hazards or hazardous materials will occur.

Hydrology and Water Quality
☐ This topic does not apply to this project and was not evaluated further.
☐ Yes ☒ No Will the project potentially affect any watercourse or body of water?
☒ This topic could apply to this project, and results of the assessment are provided below:
One unmapped Class III watercourse intersects the northern portion of this project. A Class III watercourse has no aquatic life but is capable of moving sediment downstream to Class I or II watercourses. A 25ft Watercourse and Lakeshore Protection Zone (WLPZ) will be placed around it, where no ground disturbance, pile burning, or chipping will take place. Crews can enter the WLPZ to cut and remove woody debris and ladder fuels. Watercourses were classified using CCR 956.5 procedure for determining Watercourse and Lakeshore Protection Zone (WLPZ) widths and protection measures.

Project implementation will have no impact on local ground water tables or result in an increase in water usage. The project will not result in significant additional run-off or influence current or future hydrology or water quality. The project will not violate any water quality standards or discharge requirements, degrade water quality, substantially alter existing drainage, result in erosion, or substantially increase surface runoff. Impacts will be less than significant.

Land Use and Planning
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
No changes in land use and planning would occur as a result of this project. No impact on land use or planning will occur.

Mineral Resources
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
There are no active or abandoned mines on this project, and no negative impacts to mineral resources will occur.

Noise
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
This project will utilize CAL FIRE crews and CAL FIRE station personnel to complete proposed work. Work will occur Monday-Sunday 8:00 AM to 4:00 PM and noise levels are expected to be consistent with hand operated tools and equipment and is for a limited time. Once completed noise levels will return to pre-project levels. Impacts will be less than significant.

Population and Housing
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
No negative impacts to population and housing will occur.

Public Services
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
Hazardous fuels will be reduced as a result of this training. This will allow hand crews to practice in a safe, real-world environment to get their timing, techniques, and teamwork ready for wildfire season. Trained fire crews will be better at fighting wildfires that help the public. No negative impacts to public services will occur.

Recreation
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
There is currently no public access for recreation on these private parcels. No impacts to recreation will occur.

Transportation and Traffic

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☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
All vehicles and construction equipment used during project implementation would access Oak Road, Midpines, CA 95345. The proposed project will not create any traffic design hazards. The project will not conflict or exceed performance measures identified in applicable plans, ordinances, or policies. The vehicle trips created by the proposed project will not create a significant impact on transportation and traffic as the traffic generated is not substantial and is of limited duration. No significant impacts to traffic will occur.

Utilities and Service Systems
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
No excavations planned to trigger contact with Underground Service Alert (811). No impact to utilities and service systems will occur.

Wildfire
☐ This topic does not apply to this project and was not evaluated further.
☒ This topic could apply to this project, and results of the assessment are provided below:
This will improve fire protection by increasing readiness and efficiency of local crews and decreasing hazardous fuels. No adverse wildfire impacts are anticipated.

Changes Made to Avoid Environmental Impacts:
No changes made to avoid environmental impacts.

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Mandatory Findings of Significance:	**YES**	**NO**
(a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒
(b) Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects.	☐	☒
(c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒

Justification for Use of a Categorical Exemption (discuss why the project is exempt, cite exemption number(s), and describe how the project fits the class):

The project meets the requirements of Class 4, §15304: Minor Alteration to the Land Categorical Exemption to CEQA. Class 4 includes minor public or private alterations in the conditions of land, water, and/or vegetation which do not involve removal of healthy, mature, and scenic trees except for forestry and agricultural purposes. Minor temporary use of land having negligible or no permanent effects on the environment.

Field review by CAL FIRE staff confirmed that no 15300.2. Exceptions apply which would preclude the use of a Notice of Exemption for this project. The activities will not result in the taking of endangered, rare, or threatened plant or animal species, or sedimentation to surface waters. CAL FIRE staff has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland/timberland, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, utilities and service systems, or wildfire. Documentation of the environmental review completed by the Department is kept on file at CAL FIRE Mariposa Headquarters at 5366 State Highway 49 North, Mariposa CA 95338.

Conclusion:

☒ After assessing potential environmental impacts and evaluating the description for the various classes of categorical exemptions to CEQA, CAL FIRE has determined that the project fits within one or more of the exemption classes and no exceptions exist at the project site which would preclude the use of this exemption. CAL FIRE considered the possibility of (a) sensitive location, (b) cumulative impact, (c) significant impact due to unusual circumstances, (d) impacts to scenic highways, (e) activities within a hazardous waste site, and (f) significant adverse change to the significance of a historical resource. A notice of exemption will be filed at the State Clearinghouse.

☐ After assessing potential environmental impacts and evaluating the description for the various classes of categorical exemptions to CEQA, CAL FIRE has determined that the project does not fit within the description for the various exemption classes or has found that exceptions exist at the project site that precludes the use of a categorical exemption for this project. Additional environmental review will be conducted and the appropriate CEQA document used may be a negative declaration or a mitigated negative declaration.

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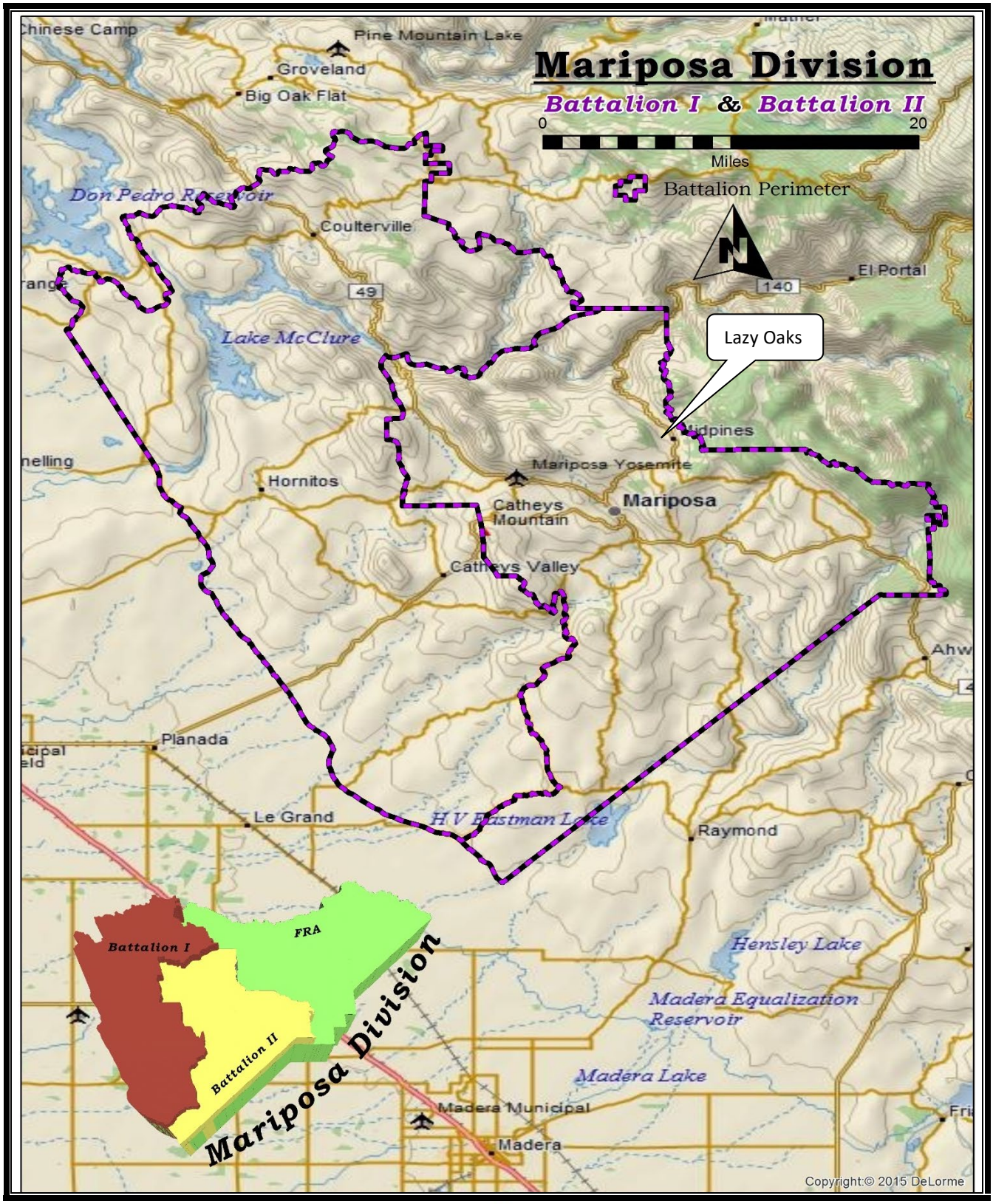


Figure 1. Project Vicinity Map

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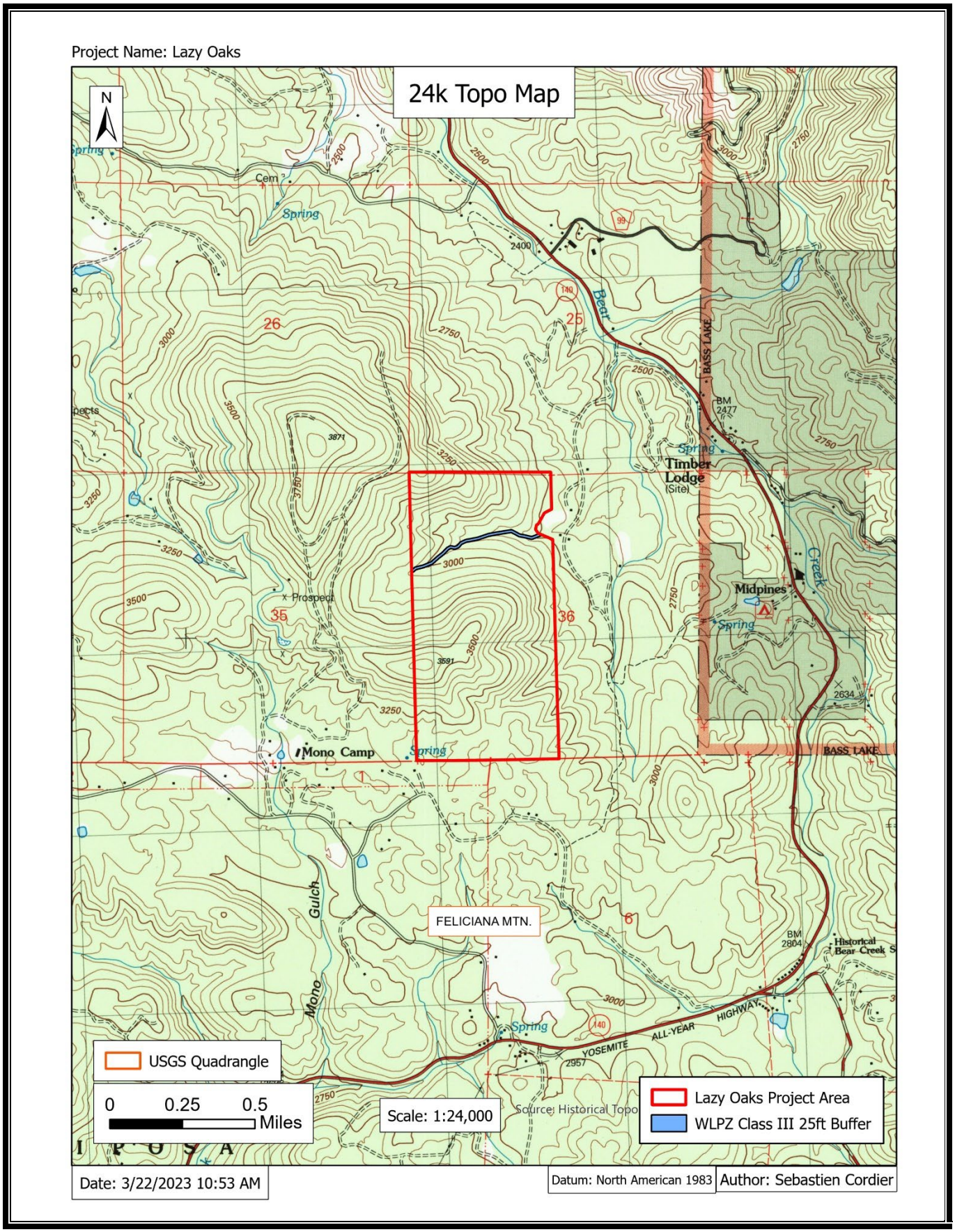


Figure 2. Project Location Map

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Figure 3. Snapshot of Project Area

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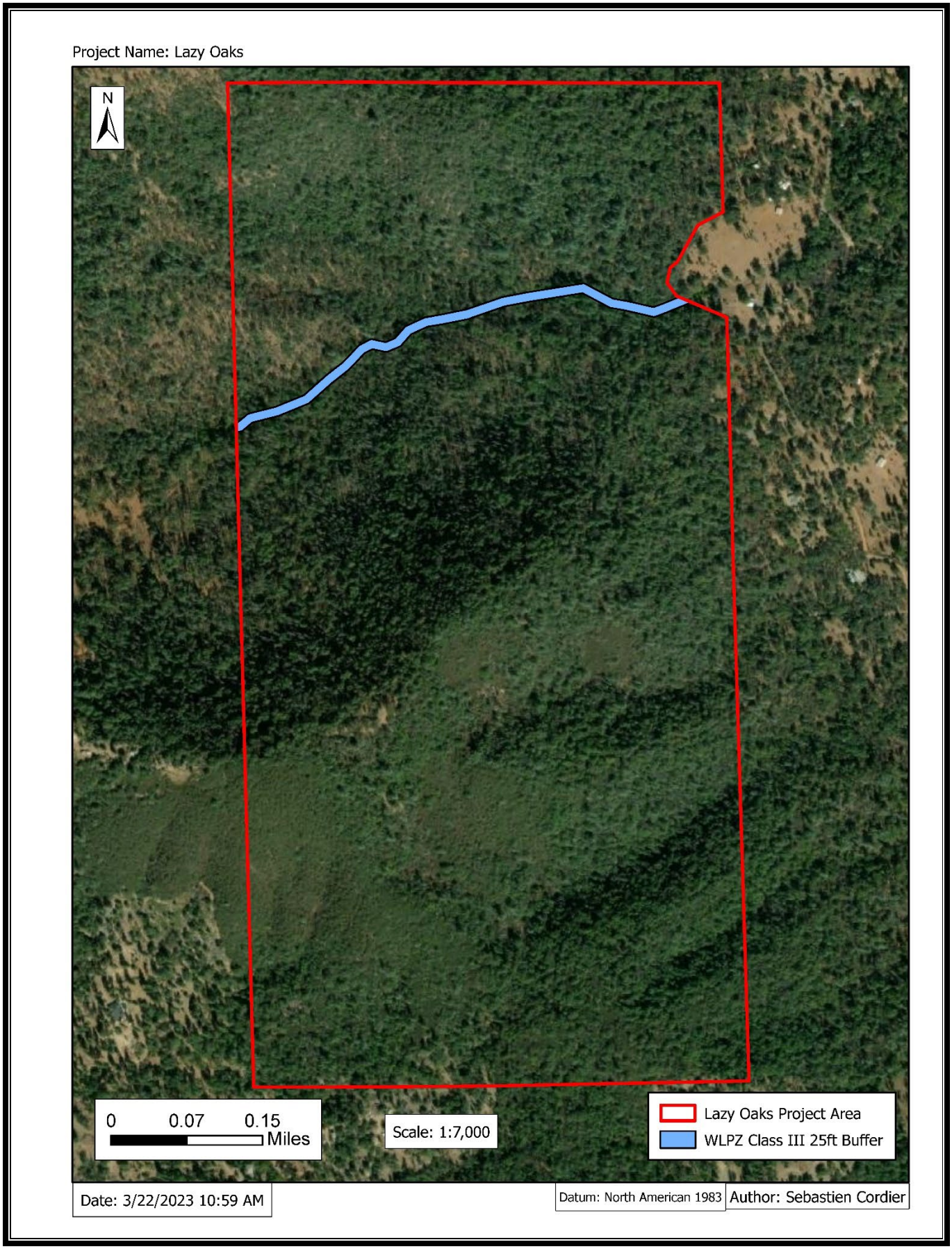


Figure 4. Birds Eye View of Lazy Oaks Project Area

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Project Name: Lazy Oaks

SPECIES STATUS SUMMARY TABLE
Results of Listed Species Found in the CNDDB Query

Wildlife

WILDLIFE		STATUS			Habitat	Potential Occurrence on Project	Reason	Avoidance Strategy
SCIENTIFIC NAME	COMMON NAME	Fed	State	CDFW				
Antrozous pallidus	Pallid Bat	N	N	SSC	Habitats include grasslands, shrublands, woodlands, and mixed conifer forests. Most common in open, dry habitats with rocky areas for roosting. Roosts include caves, mines, rock crevices, live trees, snags, bat houses, and human structures.	Yes	Yes	Preliminary surveys did not detect the presence of the species. If bat roosts are found, they will be excluded and flagged for avoidance.
Bombus crotchii	Crotch Bumble Bee	N	CE	.	Habitats includes warm, dry sites, open grassland, and scrub habitats. Colonies are annual, only the queens hibernate over winter and emerge early spring to search for nesting site. Nests often located underground in abandoned rodent nests or above ground in tufts of grass, old bird nests, rock piles, or cavities of dead trees.	Yes	Other	Preliminary surveys did not detect the presence of the species. If bee nests are found, they will be excluded and flagged for avoidance.
Desmocerus californicus dimorphus	Valley Elderberry Longhorn Beetle	TH	N	.	Nearly always found on or close to its host plant, red or blue elderberry tree (Sambucus species), along rivers and streams.	No	Other	The critical habitat range for this species has decreased. It is not found outside of the Central Valley. References: 1) https://ucanr.edu/sites/Elderberry/Growing/VELB/ 2) https://www.fws.gov/sacramento/es_species/Accounts/Invertebrates/valley_elderberry_longhorn_beetle/
Emys marmorata	Western Pond Turtle	N	N	SSC	Associated with permanent to nearly permanent water in a wide variety of habitat types. Such as ponds, lakes, streams, pools	No	Habitat, WLPZ	No permanent water sources in project area. Associated with

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					along intermittent streams, or irrigation ditches. Requires basking sites, and in colder areas they hibernate underwater in mud.			permanent to nearly permanent water in a wide variety of habitat types.
Euderma maculatum	Spotted Bat	N	N	SSC	Wide variety of foraging habitats but roosting sites are a limiting resource. Preferred roosting in rock cliff crevices with water in the area. Associated with cliffs and wet, montane meadows in the Sierra Nevada. Occasionally found in caves and buildings.	No	Habitat	No preferred roosting sites of cliffs near water in project area.
Hydromantes brunus	Limestone Salamander	N	TH	FP	Mixed chaparral habitats along the Merced River and its tributaries in Mariposa County. Populations associated with limestone outcrops or rock microhabitats are preferred. Dependent on rainfall, nocturnally active during rains of fall, winter, and spring. Activity mostly subterranean during dry periods where they seek refuge in rocks.	No	Elevation , Habitat	Species preferred elevation 800 to 2624 feet. No river or limestone habitats in project area.
Mylopharodon conocephalus	Hardhead	N	N	SSC	Freshwater demersal fish in relatively undisturbed habitats of large streams with high water quality. Inhabits deep, rock and sand bottomed pools of small to large rivers.	No	Habitat, WLPZ	No pools or rivers in project area. Freshwater fish.
Rana boylii pop. 5	Foothill Yellow-Legged Frog - South Sierra Dps	PE	E	.	Found near rocky streams in a variety of habitats, such as valley-foothill hardwood, conifer, riparian, ponderosa pine, mixed conifer, coastal scrub, mixed chaparral, and wet meadow types. Very water dependent, not found far from a permanent water source.	No	Habitat, WLPZ	No pools or rivers in project area. Very water dependent, not found far from a permanent water source.
Rana sierrae	Sierra Nevada Yellow-Legged Frog	E	TH	WL	Inhabits lakes, ponds, meadow streams, isolated pools, and sunny riverbanks in the Sierra Nevada Mountains. Usually active after snow melts.	No	Habitat	No pools or rivers in project area.

Species Status Identifiers Used on the Table

DL– Delisted **E** – Endangered **CE** – Candidate Endangered **CTH** – Candidate Threatened **TH**– Threatened
PTH – Potential Threatened **N** – None **NL** – Not Listed **R** – Rare **WL** – Watch List **SSC** – DFG Species of Special Concern

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Plants

PLANTS		STATUS			Habitat	Potential Occurrence on Project	Reason	Avoidance Strategy
SCIENTIFIC NAME	COMMON NAME	Fed	State	CNPS				
Balsamorhiza macrolepis	Big-Scale Balsamroot	N	N	1B.2	Habitats include chaparral, cismontane woodland, valley and foothill grasslands. Sometimes serpentinite soils.	Yes	Yes	No special status plants were located during surveys. If this perennial species is found, they will be excluded and flagged for avoidance.
Clarkia biloba ssp. australis	Mariposa Clarkia	N	N	1B.2	Serpentinite soils, chaparral, cismontane or foothill woodland.	No	Soils	No serpentine soils in project area.
Clarkia rostrata	Beaked Clarkia	N	N	1B.3	Valley, grassland, foothill, cismontane, oak, or pine woodland. Prefer north slopes, sunny to half-shady situations.	Yes	Yes	No special status plants were located during surveys. If this annual species is found they will be excluded and flagged for avoidance, or project activities will occur before or after this species annual life cycle.
Cryptantha mariposae	Mariposa Cryptantha	N	N	1B.3	Chaparral communities, shrubland, barrens to semi-barren. Serpentinite, rocky, ridges, slopes. Strict endemic to ultramafic rocks, i.e., 95% of their occurrences on ultramafic.	No	Soils	No serpentine soils in project area.
Diplacus pulchellus	Yellow-Lip Pansy Monkeyflower	N	N	1B.2	Lower montane coniferous forest. Wetlands, occasionally non-wetlands, wetland-riparian, meadows, yellow pine forest. Vernally wet depressions or seepage areas. Soils can be clay, volcanic, or granitic.	Yes	Yes	No special status plants were located during surveys. If this annual species is found they will be excluded and flagged for avoidance, or project activities will occur before or after this species annual life cycle.
Entosthodon kochii	Koch's Cord Moss	N	N	1B.3	Habitat is cismontane woodland soils dominated by deciduous or evergreen	Yes	Yes	No special status plants were located during

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					species and open canopies. Riverbanks, moist, rocky forested newly exposed soils, drainages, north facing slopes. Only one site known in Mariposa County.			surveys. If this perennial species is found, they will be excluded and flagged for avoidance.
Erigeron mariposanus	Mariposa Daisy	N	N	1A	Foothill and cismontane woodlands. Has only been found in a few locations in Mariposa County, however it is considered extinct by experts.	No	Elevation	Species preferred elevation 1968 to 2624 feet.
Erythranthe gracilipes	Slender-Stalked Monkeyflower	N	N	1B.2	Chaparral, cismontane woodland, lower montane coniferous forest. Decomposed granitic, often in burned or disturbed areas.	Yes	Yes	No special status plants were located during surveys. If this annual species is found they will be excluded and flagged for avoidance, or project activities will occur before or after this species annual life cycle.
Horkelia parryi	Parry's Horkelia	N	N	1B.2	Open chaparral, foothill and cismontane woodland habitat. Distribution range through northern and central Sierra Nevada foothills, esp Ione formation.	Yes	Yes	No special status plants were located during surveys. If this perennial species is found, they will be excluded and flagged for avoidance.
Leptosiphon serrulatus	Madera Leptosiphon	N	N	1B.2	Found in woodland openings throughout the Sierra Nevada foothills. Chaparral, yellow pine forests, cismontane woodland, and lower montane coniferous forests.	Yes	Yes	No special status plants were located during surveys. If this annual species is found they will be excluded and flagged for avoidance, or project activities will occur before or after this species annual life cycle.
Lomatium congdonii	Congdon's Lomatium	N	N	1B.2	Chaparral and foothill woodlands. Serpentine: strictly endemic, 95% of all occurrences on ultramafic.	No	Soils	No serpentine soils in project area.
Lupinus citrinus var. deflexus	Mariposa Lupine	N	TH	1B.2	Occurs in Sierra Nevada foothills, woodland openings, and chaparral. Hillsides and	No	Elevation	Species preferred elevation 1312 to 2001 feet.

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					ridgetops with decomposed granitic sandy soils.			
Lupinus spectabilis	Shaggyhair Lupine	N	N	1B.2	Sierra Nevada foothills, often on rocky slopes within chaparral and cismontane woodland communities. Strict endemic to serpentine. Other habitats include barrens, forest, shrubland, mixed woodland communities.	No	Elevation, Soils	Species preferred elevation 835 to 2706 feet. No serpentine soils in project area.

Species Status Identifiers Used on the Table

DL– Delisted **E** – Endangered **CE** – Candidate Endangered **CTH** – Candidate Threatened **TH**– Threatened
PTH – Potential Threatened **N** – None **NL** – Not Listed **R** – Rare **WL** – Watch List **SSC** – DFG Species of Special Concern

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From: Gordus, Margarita@Wildlife
To: Cordier, Sebastien@CALFIRE
Cc: Mattos, Brian@CALFIRE
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE
Date: Friday, March 24, 2023 11:28:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

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

Hi Sebastien,

Per our phone call, the Crotch bumble bee has the potential to occur in the project area and should be considered. The species summary table should be updated to indicated the species has the potential to occur on the project and update the avoidance strategy.

Margarita Gordus
CDFW
(559) 207-6681

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Tuesday, March 21, 2023 4:19 PM
To: Gordus, Margarita@Wildlife <Margarita.Gordus@wildlife.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Hello Margarita,

I'm wondering if you had time to see this project and if you have any comments or concerns?

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

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From: Cordier, Sebastien@CALFIRE
Sent: Thursday, March 2, 2023 4:38 PM
To: Gordus, Margarita@Wildlife <Margarita.Gordus@wildlife.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

Hello Margarita,

Please see attached CAL FIRE project notice, biology discussion, biology species table, and two project maps. Please let me know if you have any comments or concerns with this upcoming project.

I will be out of office until 3/13/2023, Brian has some availability if you would like to respond before that.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

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From: Hipp, Rebecca@Waterboards
To: Cordier, Sebastien@CALFIRE
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE
Date: Monday, March 20, 2023 2:20:23 PM
Attachments: image002.png
image003.png
image004.png
image005.png
image006.png

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You're welcome. Thanks for the pictures!

Rebecca Hipp
Environmental Scientist
Central Valley Regional Water Quality Control Board- Fresno
(559) 445-5977

SAVE OUR WATER

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Friday, March 17, 2023 3:12 PM
To: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

EXTERNAL:

Hi Rebecca,

We had a nice field day yesterday. We are pretty certain that it is a class 3 watercourse, therefore we will put a 25 ft WLPZ around it. Access was very hard since it is very overgrown with dense vegetation. We did not see any signs of aquatic vegetation. The water was moving quickly as well, no slow spot at all. We still think it is seasonal and will run dry in the next month or so.

Attached are some photos. Capture 1 and 2 are from the top end of the watercourse via UAS footage. Capture 3-5 is further in the site from UAS footage. And the last two pictures are further up the road from the road culvert crossing sent prior.

We plan to go back out in ~2 weeks, after this upcoming storm passes next week. I'll try to get more and better footage then.

Thank you for letting me know about the USGS maps, I'll keep that in mind moving forward.

Thank you,

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Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

From: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Sent: Thursday, March 16, 2023 4:38 PM
To: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

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You picked the right day for a survey! What nice weather! I use the free USGS maps on Avenza for my inspections, and I've found many small watercourses that aren't mapped as blue line streams. The shaping of the contour lines will often hint to them though.

Rebecca Hipp
Environmental Scientist
Central Valley Regional Water Quality Control Board- Fresno
(559) 445-5977

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Wednesday, March 15, 2023 4:25 PM
To: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

EXTERNAL:

Hi Rebecca,

We plan to go survey it tomorrow, so I'll take more pictures and let you know what we find. I'm sure it will be a little difficult, but we will look for bed, banks, and channels, signs of aquatic vegetation and aquatic invertebrates. Along with frogs!

With it not being on the USGS Topo map, I'm thinking that it is very seasonal and weather dependent, thus class III. How common or uncommon is it for an unmapped watercourse with the

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USGS Topo maps? From my experience they usually have any potential watercourse marked on them.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

From: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Sent: Wednesday, March 15, 2023 3:03 PM
To: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

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Hi Sebastien,

Thanks for the additional Information. It looks like a classified watercourse at the photo location. I'm sure this will be a difficult year to determine Class II vs Class III though.

Rebecca Hipp
Environmental Scientist
Central Valley Regional Water Quality Control Board- Fresno
(559) 445-5977

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Monday, March 13, 2023 1:02 PM
To: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

EXTERNAL:

Hi Rebecca,

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I had a great time off, thank you! Attached is a LiDar map showing the ground only of the project area, with two arrows indicating the drainage that we suspect the Class III Watercourse. Also a photo from Oaks Road, taken near the arrow on the right, showing what is coming off the drainage and under the road via a culvert. A birds eye map is also attached to give an idea of the dense vegetation in the project area.

For Class III Watercourse, we will give it a 25ft buffer zone. No mechanical treatments are proposed for this project, so no heavy equipment will be here, only hand crew work. No overstory trees will be removed, only shrubs and vegetation smaller than 8 inch DBH will be treated for cutting, but they can trim ladder fuels and lower branches up to 8ft off the ground. No scrape or pile burning will take place inside WLPZs.

With all the recent winter storms, every watercourse has been very active. I think this is a seasonal watercourse and I don't think it will be active during project treatment activities. So I don't think it will be a Class II Watercourse, but if it is determined then a 50ft buffer will be established around it.

Let me know if you have any more comments or questions, I'm happy to answer them.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

From: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Sent: Thursday, March 9, 2023 3:41 PM
To: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

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

Hi Sebastian,

I hope you're enjoying your time off. I saw that the project documents note that a site survey is still needed to determine if class III watercourses are present in the project area and that WLPZs will be established for watercourses that are identified. What will the widths of the WLPZs be and what project activities will be allowed in the zones?

Thank you,

DocuSign Envelope ID: D4B63A84-C14E-46C5-A965-D30D4AAA032A

Rebecca Hipp
Environmental Scientist
Central Valley Regional Water Quality Control Board- Fresno
(559) 445-5977

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Thursday, March 2, 2023 4:38 PM
To: Hipp, Rebecca@Waterboards <Rebecca.Hipp@Waterboards.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

EXTERNAL:

Hello Rebecca,

Please see attached CAL FIRE project notice, biology discussion, biology species table, and two project maps. Please let me know if you have any comments or concerns with this upcoming project.

I will be out of office until 3/13/2023, Brian has some availability if you would like to respond before that.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

DocuSign Envelope ID: D4B63A84-C14E-46C5-A965-D30D4AAA032A

From: Menchaca, Elizabeth
To: Cordier, Sebastien@CALFIRE
Cc: Mattos, Brian@CALFIRE
Subject: Re: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE
Date: Monday, March 20, 2023 3:30:45 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

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

Sebastien,

Thank you for providing these updates, please let me know if anything new comes up.

Thanks,
Liz
--

Liz Menchaca (she/her)
Fish and Wildlife Biologist
Sierra/Cascades Division
Sacramento Fish and Wildlife Office
U.S. Fish and Wildlife Service
(916) 414- 6620

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Monday, March 20, 2023 2:58 PM
To: Menchaca, Elizabeth <elizabeth_menchaca@fws.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

Hello Liz,

I wanted to follow up with you on our field surveys last Thursday 3/16. We still believe it is a class III watercourse, in that no aquatic life is present but showing evidence of being capable of sediment transport to Class I and II waters under normal high water flow conditions. Access was very hard since it is very overgrown with dense vegetation. We did not see any signs of aquatic vegetation. The water was moving quickly as well, no slow spot at all. We still think it is seasonal and will run dry in the next month or so.

We will still put a 25ft WLPZ (Watercourse and Lake Protection Zone) around the watercourse as per CA forest practice rules. No heavy equipment will enter the WLPZ, no ground disturbance or pile burning inside the WLPZ either, crews may enter the WLPZ to cut and remove woody debris and ladder fuels.

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Attached are some photos. Capture 1 and 2 are from the top end of the watercourse via UAS footage. Capture 3-5 is further in the site from UAS footage. And the last two pictures are further up the road from the road culvert crossing photo sent prior.

We plan to go out and survey again in the next 2 weeks.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

From: Cordier, Sebastien@CALFIRE
Sent: Monday, March 13, 2023 3:23 PM
To: Menchaca, Elizabeth <elizabeth_menchaca@fws.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: RE: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

Hi Liz,

Thank you for your review.

Timing:

The overall timeline for this project is indefinitely, every year, until there is no more dense vegetation to cut. This project's activities for hand crew training will primarily take place Spring to early Summer before fire season starts, and maybe on occasion in Fall as well. Each year CAL FIRE hand crews need to practice cutting hand lines for training and timing requirements before fire season starts. We may also pile burn to remove the woody debris buildup during open burn permit season, typically late Fall to early Spring. We (Brian and I) will survey the project area every year, and every 5 years do a full review/update on biology to make sure conditions haven't changed or address any new species in the area.

Aquatic features:

Attached is a LiDar map showing the ground only of the project area, with two arrows indicating the drainage that we suspect the Class III Watercourse. Also a photo from Oaks Road, taken near the arrow on the right, showing what is coming off the drainage and under the road via a culvert. A birds eye map is also attached to give an idea of the dense vegetation in the project area. We plan to go back out and fully survey this suspected watercourse, but it is surrounded by heavy dense vegetation. For Class III Watercourse, we will give it a 25ft buffer zone. I don't think it will be a Class II Watercourse, but if it is determined then a 50ft buffer will be established around it. No mechanical treatments are

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proposed for this project, so no heavy equipment will be here, only hand crew work. No overstory trees will be removed, only shrubs and vegetation smaller than 8 inch DBH will be treated for cutting, but they can trim ladder fuels and lower branches up to 8ft off the ground. No scrape or pile burning will take place inside WLPZs. With all the recent winter storms, every watercourse has been very active. I think this is a seasonal watercourse and I don't think it will be active during project treatment activities. My review of the yellow-legged frog indicated that it is very water dependent and not found far from a permanent water source. So I don't think it will be present here, and especially not when it dries out after these storms pass and when project activities are anticipated to start.

Buffers:

Buffers are established on a species specific level. Depending on the species Federal or State status, I will contact USFWS or CDFW to discuss proper protection measures. If it doesn't have a Federal or State status, then it is on us to establish proper protection measures usually by avoidance. For plants its usually a 50 feet avoidance buffer zone around the entire population, unless it is annual then we wait for it to finish its life cycle, and no pile burning will take place inside its buffer zone. If it is wildlife then it is very species dependent, but will avoid them with a buffer zone or timing if applicable.

We plan to complete multiple surveys in the next several weeks before any project work starts, if we see any special status species we will let you know. Please let me know if you have any more questions or concerns, I'm happy to answer them.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

From: Menchaca, Elizabeth <elizabeth_menchaca@fws.gov>
Sent: Thursday, March 9, 2023 3:32 PM
To: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: Re: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

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

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I have reviewed the maps and documents related to this technical assistance request, and I have a couple of questions I was hoping either of you could answer.

- Timing: The BA mentions the hand crew trainings are expected to begin in late spring, but what is the overall timeline for this? How long will the trainings be taking place? Is there an expected end date? Will this only be taking place in 2023 or in subsequent years as well?
- Aquatic features: In the BA it mentions there is a suspected class 3 watercourse within the action area, is there a general idea of where the watercourse is located? Do you have an idea of the size and/or surrounding vegetation? I'm thinking this might be relevant with regards to the foothill yellow-legged frog occurrences near the project area.
- Buffers: Is there a minimum required distance for buffer zones that are established for special status species? Or is it all simply evaluated on an individual level? If so, who makes that call?

Feel free to reach out if you have any questions.

Thanks,
Liz
--

Liz Menchaca (she/her)
Fish and Wildlife Biologist
Sierra/Cascades Division
Sacramento Fish and Wildlife Office
U.S. Fish and Wildlife Service
(916) 414- 6620

From: Kuyper, Richard <richard_kuyper@fws.gov>
Sent: Friday, March 3, 2023 8:56 AM
To: Sebastien Cordier <Sebastien.cordier@fire.ca.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>; Menchaca, Elizabeth <elizabeth_menchaca@fws.gov>
Subject: RE: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

Hi Sebastien and Brian,

Liz Menchaca of my staff will review this and get back to you with any questions.

Thanks,

Rick

DocuSign Envelope ID: D4B63A84-C14E-46C5-A965-D30D4AAA032A

From: Cordier, Sebastien@CALFIRE <Sebastien.Cordier@fire.ca.gov>
Sent: Thursday, March 2, 2023 4:38 PM
To: Kuyper, Richard <richard_kuyper@fws.gov>
Cc: Mattos, Brian@CALFIRE <Brian.Mattos@fire.ca.gov>
Subject: [EXTERNAL] CAL FIRE Project Notice - Lazy Oaks ERRF/NOE

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Rick,

Please see attached CAL FIRE project notice, biology discussion, biology species table, and two project maps. Please let me know if you have any comments or concerns with this upcoming project.

I will be out of office until 3/13/2023, Brian has some availability if you would like to respond before that.

Thank you,

Sebastien Cordier
Unit Environmental Scientist
Madera, Mariposa, Merced Unit
5366 Highway 49 North, Mariposa, CA 95338
(559) 706-8808 Cell

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
1234 E. Shaw Avenue
FRESNO, CA 93710
(559) 222-3714
Website: www.fire.ca.gov

FILE INFORMATION:

INDEX: 5100
SECTION: 5180
Project Name: Lazy Oaks Hand Crew Training
Project Number(s): 4200-2023-FPL-002
File Location: Confidential Archaeological Records File
Southern Region Administration
See region Archaeologist for access

ARCHAEOLOGICAL REPORT INFORMATION:

Report Title: Archaeological Survey Report, Project Name: Lazy Oaks, Mariposa County, CA

Report Author: Sebastien Cordier

Report Date: March 23, 2023

Protective Measures / Other Recommendations:

No sites were recorded or found in the project area. The open field with the historic water tank and two flakes are over 100ft outside of the project area. The one additional flake found a little further up the watercourse has a 100ft ELZ buffer around it. The ELZ will have no mechanical equipment, scraping, chipping, or pile burning inside it, only hand crews can enter, treat, and remove woody debris.

PROJECT INFORMATION:

CDF Project Manager: Sebastien Cordier

CDF RPF: Brian Mattos

Project Size (acres): 308

Name of 7.5′ USGS Quad Map: Feliciana Mtn

Name of Landowner: Mariposa County

Legal Location: T4S R18E Section 36

Funding Information: Unit Funded

Project Description:

The California Department of Forestry and Fire Protection is proposing Hand Crew Proficiency Training. Project activities will take place in the dense mixed shrubland community with some overstory oak and pine trees. Hand crew proficiency training is for crews to practice creating handlines in Spring and potentially Fall as well as pile burning during open and burn permit season. Handline construction involves cutting through dense

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brush and a light scraping of the duff layer. Handlines are approximately a 10 feet wide saw cut with a 3 feet wide light scrape of the duff layer in the middle, and up to 300 feet long. Multiple crews will be training in this area, so multiple handlines will be made. This will allow hand crews to practice in a safe, real-world environment to get their timing and techniques ready for wildfire season. Crews may pile burn the cut shrubs for debris clean up as needed during open and burn permit season or use a chipper to treat the fuels. No healthy, mature, and scenic trees will be removed except for hazard purposes. No large (>10" DBH) trees will be removed and ladder fuels up to 12ft high will be trimmed and cleared. Snags in the project area will be checked for species presence before removal. Young trees of commercial species will be favored in thinning.

Archaeological Checklist:

	Archaeology Cleared through application of Exempt Practice(s):	
	Archaeological Survey conducted by Professional Archaeologist:	
X	Archaeological Survey conducted by person with current CDF Archaeological Training:	Sebastien Cordier Brian Mattos
	Professional Archaeologist Field Visit:	
	Archaeological Survey for previous project within site survey area previously conducted by (provide name):	
X	Archaeological Information Records Search Completed: CCaIC 12450M	3/6/2023
X	Native American Contact Undertaken: NACL for Mariposa County, List January 1, 2023	2/17/2023
X	Archaeological Review conducted by CAL FIRE Archaeologist:	Denise Ruzicka
	Archaeological Report and supporting Documentation Completed and Filed with Appropriate IC:	CCaIC

Affiliated Documents:

	Site / Primary Records (filed separately).	N/A
X	Archaeological Survey Reports (filed separately).	
X	Cultural Clearance Letter-to-File submitted by qualified reviewing archaeologist:	Denise Ruzicka
X	Survey coverage map attached.	

Professional Archaeological Oversight:

	Undertaking qualifies as Exempt Practice(s), and is exempt from further Cultural Review.
X	The prepared Cultural Resource Survey Report conforms to CAL FIRE's Cultural Resource Review Procedures for a CAL FIRE Project and/or the cultural review process mandated in the Programmatic EIR.
X	Cultural analysis was reviewed by a Professional Archaeologist.
X	Professional Archaeologist certifies the Cultural Resource Survey Report. Lazy Oaks Hand Crew Training, as proposed, is not expected to affect cultural resources. Retain this Letter-to-File as documentation of the CAL FIRE Archaeologist's determination the prepared cultural review

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	assessment satisfactorily completes the cultural resources investigation and reporting requirements, per the *Cultural Resource Review Procedures for a CAL FIRE Project* (v2020).

DocuSigned by:
Denise Ruzicka
8A79201FE4A9428...

Signature of CDF Archaeologist
Date Signed: 3/30/2023
Printed name: Denise Ruzicka
Title: Associate State Archaeologist

Location: Southern Region Headquarters
1234 E. Shaw Ave,
Fresno, CA 93710
(559) 243-4119

Warning: A non-numeric value encountered in **/nfs/bronfs/uwfs/hw00/d77/nwfire/piles/index.php** on line **113**



Piled Fuels Biomass and Emissions Calculator

Last updated: 3/26/2014

1. DATA ENTRY MODE: **MANUAL (USE ONLINE FORM)** [Start over/change measurement system/use batch mode] [Help]

2. MEASUREMENT SYSTEM: **ENGLISH**

Pile Group Data: (Click on Group No./Name to edit given group) [Export inputs to text]

Group No.	Group Name	No. Piles	Pile Type	Pile Shape	Pile Dimensions (ft)	Soil %	Packing Ratio	Pile Composition	Pile Quality	Consumption	
1	PileGroup1	100	Hand	Half sphere	H1: 10	N/A	N/A	Shrub/Hardwood	N/A	90%	[Remove]

Add more piles | Start over (clear all piles)

Pile Group Results: [Print-friendly report] [Export results to text]

Pile Group No.	Pile Group Name	Species Comp.	Wtd. Wood Density	Gross Volume (cubic ft)	Adjusted* Volume (cubic ft)	Pile Biomass (tons)	Consumed Fuel (tons)	Emissions by pollutant (tons)						
								PM	PM_{10}	$PM_{2.5}$	CO	CO_2	CH_4	NMHC
1	PileGroup1	Shrub/HW	0.00	209,439.51	100,716.91	187.3779	168.6401	1.8466	1.3070	1.1383	6.4060	280.5675	0.4726	0.3816
TOTAL				**209,439.51**	**100,716.91**	**187.3779**	**168.6401**	**1.8466**	**1.3070**	**1.1383**	**6.4060**	**280.5675**	**0.4726**	**0.3816**

**Adjusted volume for hand piles is corrected to account for the difference between the gross volume of a geometric shape and the actual volume of the pile. Machine pile adjusted volume of solid wood is determined by subtracting the amount that is soil from the gross volume and applying the appropriate packing ratio.*

Fire and Environmental Research Applications Team
Pacific Wildland Fire Sciences Laboratory
USDA Forest Service Pacific Northwest Research Station
400 N 34th Street, Suite 201, Seattle, WA 98103 (206) 732-7800
Contact: P.C. Eagle

We acknowledge funding from the Joint Fire Science Program under Projects JFSP 07-2-1-57 and JFSP 10-S-02-2.

Exhibit E - Section 2 - Project Cost Analysis Summary

VMP NUMBER: **4200-2023-FPL-002** **DATE:** **4/4/2023**

PROJECT NAME: **Lazy Oaks ERRF/NOE**

VMP Event Name: **0**

Section 2: PRESCRIBED BURN PLAN
PROJECT COST SUMMARY

1. APPROTIONMENT OF Public/Private Benifet

Category	Public Benefit	Private Benefit
A. Fire Hazard Reduction	20	2
B. Water Yield	1	0
C. Watershed Stabilization with Respect to Large Fires	0	0
D. Wildlife Habitat Improvement	0	0
E. Fisheries Habitat Improvement	0	0
F. Air Quality Protection/improvement	2	1
G. Range Forage Improvement	0	0
Field Score Totals:	23	3
Benefit Apportionment: CAL FIRE NO LONGER REQUIRES A COST SHARE FOR THE COOPERATORS	**88.46%**	**11.54%**

2. COST SUMMARY

	CAL FIRE	Cooperator
A. PERSONNEL	$1,050.00	$0.00
B. EQUIPMENT	$345.00	$0.00
C. SUPPLIES	$110.00	$0.00
D. CASH	$0.00	$0.00
Sub-Totals $	$1,505.00	$0.00
e % No longer Required for CAL FIRE Projects.	100.00%	0.00%

TOTAL ESTIMATED PROJECT COST: $1,505.00

Department of Forestry and Fire Protection
Project Cost Summary Worksheet

Personnel Summary

Resource	Quantity	Size		Rate	Resource cost
Fire Captain (B)	2	10	Hour	$52.50	$1,050.00

PERSONNEL SUB-TOTAL **$1,050.00**

Equipment Summary

Resource	Quantity	Size		Rate	Resource cost
Emergency Crew Transport (CCV)	1	10	Hour	$27.00	$270.00
Pickup (daily rate)	1	1	day	$75.00	$75.00

EQUIPMENT SUB-TOTAL **$345.00**

Supplies Summary

Resource	Quantity	Units	Rate	Resource cost
Torch Fuel	10	gallon	$5.00	$50.00
Saw Fuel	10	gallon	$6.00	$60.00

SUPPLIES SUB-TOTAL **$110.00**
CASH SUB-TOTAL **$0.00**

CALFIRE ESTIMATED TOTAL COST **$1,505.00**

Private Cooperator #1
Project Cost Summary Worksheet
0

Personnel Summary

Resource	Quantity	Size	Rate	Resource cost

PERSONNEL SUB-TOTAL **$0.00**

Equipment Summary

Resource	Quantity	Size	Rate	Resource cost

EQUIPMENT SUB-TOTAL **$0.00**

Supplies Summary

Resource	Quantity	Units	Rate	Resource cost

SUPPLIES SUB-TOTAL **$0.00**
CASH SUB-TOTAL **$0.00**

Cooperator # 1 ESTIMATED TOTAL COST **$0.00**

Private Cooperator #2
Project Cost Summary Worksheet
0

Personnel Summary

Resource	Quantity	Size	Rate	Resource cost

PERSONNEL SUB-TOTAL **$0.00**

Equipment Summary

Resource	Quantity	Size	Rate	Resource cost

EQUIPMENT SUB-TOTAL **$0.00**

Supplies Summary

Resource	Quantity	Units	Rate	Resource cost

SUPPLIES SUB-TOTAL **$0.00**
CASH SUB-TOTAL **$0.00**

Cooperator # 2 ESTIMATED TOTAL COST **$0.00**

Private Cooperator #3
Personnel Summary

Resource	Quantity	Size	Rate	Resource cost

PERSONNEL SUB-TOTAL **$0.00**

Equipment Summary

Resource	Quantity	Size	Rate	Resource cost

EQUIPMENT SUB-TOTAL **$0.00**

Supplies Summary

Resource	Quantity	Units	Rate	Resource cost

SUPPLIES SUB-TOTAL **$0.00**
CASH SUB-TOTAL **$0.00**

Cooperator # 3 ESTIMATED TOTAL COST **$0.00**

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NOTICE OF EXEMPTION

State of California
The Natural Resources Agency
California Department of Forestry and Fire Protection

PROJECT TITLE	Lazy Oaks		
PROJECT LOCATION	Oak Road, Midpines, CA 95345 Sec. 36 T04S R18E	**COUNTY**	Mariposa
LEAD AGENCY	California Department of Forestry and Fire Protection (CAL FIRE) Madera-Mariposa-Merced Unit		
CONTACT	Brian Mattos, Unit Forester Sebastien Cordier, Environmental Scientist	**PHONE**	(559) 706-8807 (559) 706-8808
ADDRESS	5366 Highway 49 North Mariposa, CA 95338		

PROJECT DESCRIPTION

The California Department of Forestry and Fire Protection is proposing Hand Crew Proficiency Training. Project activities will take place in the dense mixed shrubland community with some overstory oak and pine trees. Hand crew proficiency training is for crews to practice creating handlines annually in Spring and potentially Fall as well as pile burning during open and burn permit season. Handline construction involves cutting through dense brush and a light scraping of the duff layer. Handlines are approximately a 10 feet wide saw cut with a 3 feet wide light scrape of the duff layer in the middle, and up to 300 feet long. Multiple crews will be training in this area, so multiple handlines will be made. This will allow hand crews to practice in a safe, real-world environment to get their timing and techniques ready for wildfire season. Crews may pile burn the cut shrubs for debris clean up as needed during open and burn permit season or use a chipper to treat the fuels. No healthy, mature, and scenic trees will be removed except for hazard purposes. No large (>10" DBH) trees will be removed and ladder fuels up to 12ft high will be trimmed and cleared. Snags in the project area will be checked for species presence before removal. Young trees of commercial species will be favored in thinning. This project is on one participating property owner land, County of Mariposa, covering 308 acres. This project is in Mariposa County, on the Feliciana Mtn. CA USGS 7.5' Quadrangle Map. Legal Description is Sec. 36 T04S R18E MDB&M. This project is located on West of Oak Road, North of Yosemite Oaks Road, East of Crystal Air Drive. The project is located approximately 0.75 miles West of Midpines, CA. Driving on Highway 140 towards Midpines, CA. Turn onto Oak Road, project area is to the West. Project elevation is between 2711 - 3614 feet.

EXEMPTION STATUS

- ☒ Categorical Exemption Type and Section: Class 4, §15304: Minor Alteration to the Land Categorical Exemption
- ☐ Statutory Exemption (state code section):
- ☐ Ministerial (§21080(b)(1); 15268)
- ☐ Declared Emergency (§21080(b)(3); 15269(a))
- ☐ Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

The project meets the requirements of Class 4, §15304: Minor Alteration to the Land Categorical Exemption to CEQA. Class 4 includes minor public or private alterations in the conditions of land, water, and/or vegetation which do not involve removal of healthy, mature, and scenic trees except for forestry and agricultural purposes. Minor temporary use of land having negligible or no permanent effects on the environment.

Field review by CAL FIRE staff confirmed that no exceptions apply that would preclude the use of a notice of exemption for this project. The Department has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland or timberland, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation or traffic, utilities, and service systems, or to wildfire. Documentation of the environmental review completed by the Department is kept on file at CAL FIRE Mariposa Headquarters at 5366 State Highway 49 North, Mariposa CA 95338.

DATE RECEIVED FOR FILING

DocuSigned by:
John Mathias
3/30/2023

John Mathias, Assistant Deputy Director Date
California Department of Forestry and Fire Protection

DocuSign Envelope ID: D4B63A84-C14E-46C5-A965-D30D4AAA032A

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COMMUNICATIONS CLEARANCE
CAL FIRE 330 (NEW 6/07) Page 1 of 2

COMMUNICATIONS CLEARANCE

SECTION I Page 1 of 1 **DATE: 03/30/2023**

FROM: Originator/Author

NAME: Gretchen Woessner
DIVISION/BRANCH: Sr Environmental Scientist Specialist
PHONE: 916-203-0357

SUBJECT:
NOE approval for hand crew proficiency training project by the Madera Mariposa Merced Unit

ACTION REQUESTED:
☒ **Sign**
☐ **Review/Comment**
☐ **SIMULTANEOUS REVIEW**

PURPOSE (*Brief statement*)**:**
NOE for hand work training; includes trimming and clearing vegetation, pile burning, and hand line construction in Mariposa County

DUE DATE:
ASAP

TRACKING NUMBERS (Director's, Unit, etc.) If applicable
_____ _____ _____
_____ _____ _____

SECTION II. Originator must route to all potentially affected parties *BEFORE* sending to Director's Office.

DESIGNATED REVIEWER(S) *route in numerical order*	Reviewer's Initials 1st reviewer	2nd reviewer	Date	
1. John Melvin, Assistant Deputy Director	DS		3/30/2023	
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

SECTION III. DISTRIBUTION

This document to be distributed: ☐ STANDARD U.S. MAIL ☐ INTERAGENCY MAIL ☐ CAL FIRE WEBSITE ☐ INTRANET ☐ EMAIL ☐ FAX ☐ OVERNIGHT MAIL

COMMENTS Approval is high priority; training for newly hired hand crews will commence upon approval.

SECTION IV. FINAL APPROVALS: (*Signature & Date)*

DEPUTY DIRECTOR, CHIEF DEPUTY DIRECTOR, OR DIRECTOR — DATE
DocuSigned by: John Melvin 6569EF653A04422...
3/30/2023

CHIEF DEPUTY DIRECTOR — DATE

DIRECTOR — DATE

☐ **URGENT**
Please call for pick-up:

NAME:

PHONE:

CAL FIRE Form 330 - Instructions on next page (PRINT ON GREEN PAPER)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-287

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Agreement with Graviton Consulting Services for Managed Services Support for the Oracle Enterprise Resource Planning (ERP) System in an Amount Not to Exceed $201,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Agreement with Graviton Consulting Services for Managed Services Support for the Oracle Enterprise Resource Planning (ERP) System in an Amount Not to Exceed $201,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

We continue to require support for Graviton's managed services due to staff turnover and extended absences in the Auditors office, additional workload associated with increased revenues and fund management, and the resulting backlog of system module adoption. It is important to remember that these services provide the help of multiple employees who would need to be experts in multiple areas of accounting and database best practices, without the additional long-term costs of retirement or the added benefit load of traditional employees. In other words, this contract continues to be an overall cost savings for Mariposa County.

While we are much better at troubleshooting and analysis, we continue to require the ability to contact an expert when things do not appear to be working as they should. This contract allows County ERP project leaders to access experts when needed who are knowledgeable about Mariposa County, the ERP, and the Oracle database system. We hope to require less and less support in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2022-355: Approve Agreement with Graviton for Managed Services

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and ask Mariposa County staff to run the ERP in Oracle without additional support from consultants.

FINANCIAL IMPACT

This is covered in the FY24 Technical Services budget

ATTACHMENTS

1. **Graviton Managed Services 23-24**

VOTE RESULT

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

AGREEMENT FOR ORACLE MANAGED SERVICES SUPPORT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Graviton Consulting Services, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $201,000 as set forth in Exhibit A, "Cost Estimate," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Vineet Srivastava, President CEO

Graviton Consulting Services
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

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

Exhibit A

Statement of Work
And
Cost Estimate
Managed Services Support 2023-2024

County of Mariposa

8801 Folsom Blvd, Suite 120, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

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Introduction

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

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

Scope of Work

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

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

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

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

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

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

Out of Scope

The following services are out of scope:

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

Support Definitions

The following support tiers are referenced in this document:

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

Service Levels

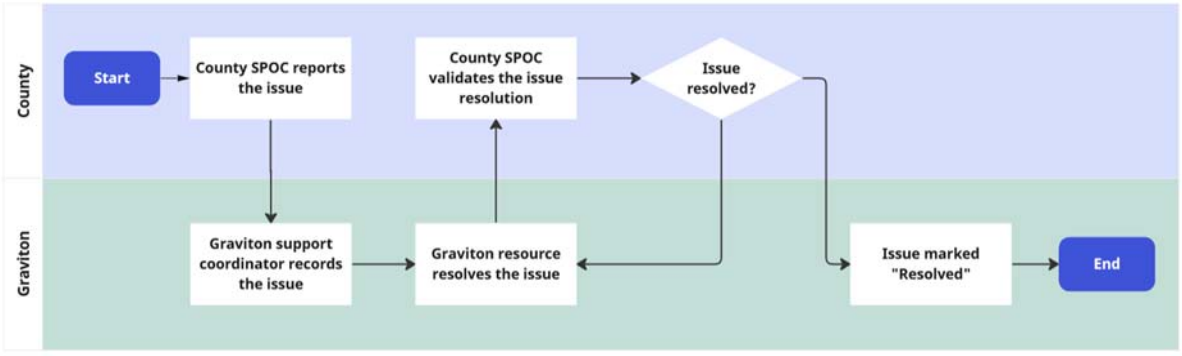
Graviton will provide services with the following response time commitments.

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

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

Support process

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



Assumptions

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

Estimates, Rates, and Cost

All professional fees and expenses related to the monthly managed services support will be provided on a Fixed Price basis. The effort estimate for the overall scope of work is as per the following table.

Description	Estimated hours	Rate	Estimated cost
Monthly managed services	1,340	$150	$201,000
TOTAL	**1,340**		**$201,000**

Additional Services

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

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

Travel Costs

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

Term and Invoicing

Estimated Start Date: 06/01/2023

Estimated End Date: 06/30/2024

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

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

Payment Milestone	Amount
Catch Up Payment for Previous Contract Overage	$45,000
Monthly Managed Services for June 2023	$12,000
Monthly Managed Services for July 2023	$12,000
Monthly Managed Services for August 2023	$12,000
Monthly Managed Services for September 2023	$12,000
Monthly Managed Services for October 2023	$12,000
Monthly Managed Services for November 2023	$12,000
Monthly Managed Services for December 2023	$12,000
Monthly Managed Services for January 2024	$12,000
Monthly Managed Services for February 2024	$12,000
Monthly Managed Services for March 2024	$12,000
Monthly Managed Services for April 2024	$12,000
Monthly Managed Services for May 2024	$12,000
Monthly Managed Services for June 2024	$12,000

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-288

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23 Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each Fiscal Year

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23.
Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is required to establish revenue appropriation limits each fiscal year.

In past fiscal years, appropriation limits were brought to the Board at the completion of the fiscal year to allow for an analysis to be done by the Auditor's office to ensure that actual revenue amounts received did not exceed the limit. For the 2019-20 fiscal year and forward, the Appropriation Limits will be brought to the Board prior to the end of the fiscal year to ensure that budgeted revenue amounts do not exceed the limit. The Auditor's office will still perform an analysis at year-end to ensure that actual revenue amounts do not exceed the limit.
The calculation of these limits and accompanying documentation were prepared by the Auditor's Office on May 16, 2023 and available for public inspection in the Auditor's Office.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has annually established revenue appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the Resolution. Mariposa County would not be in compliance with Government Code Sections 7902 and 7910.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 22-23 Resolution Establishing Appropriation Limits

VOTE RESULT

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

SECONDER: District IV Supervisor Wayne Forsythe

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

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION ESTABLISHING APPROPRIATION LIMITS PURSUANT TO ARTICLE X111B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4) AND SB 1352 (1980 Statutes Ch. 1205)

WHEREAS, pursuant to Article XIIIB of the California State Constitution, and Government Code Section 7902 and 7910 (1980 Statutes Ch. 1205) Mariposa County is required to establish the appropriation limits for the 1980-81 Fiscal Year, and each year thereafter, for the County and each Special District thereof; and

WHEREAS, the Mariposa County Auditor has provided the documentation used in determination of the appropriations limits, which documentation has been available to the public for at least fifteen (15) days.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County that the following shall constitute the appropriations limits for the years specified:

County/ Special Districts	*Factor**	*2021-22 Limit*	*2022-23 Limit*	*2021-22 Actual*	*Amount Under/(Over) Limit*
County	*1.05708854*	*40,423,967*	*43,389,025*	*36,384,755*	*7,004,270*
Coulterville Lighting	*1.05708854*	*25,163*	*27,009*	*11,770*	*15,239*
Hornitos Lighting	*1.05708854*	*10,996*	*11,802*	*4,668*	*7,134*
Mariposa Lighting	*1.05708854*	*131,116*	*140,733*	*64,112*	*76,621*
Yosemite West Maint.	*1.05708854*	*615,917*	*661,094*	*303,187*	*357,907*
Mariposa Pines	*1.05708854*	*80,399*	*86,296*	*41,144*	*45,152*
Don Pedro Sewer Zone	*1.05708854*	*312,208*	*335,108*	*75,535*	*259,573*
Mariposa Parking Dist.	*1.05708854*	*110,261*	*118,348*	*7,357*	*110,991*

*This is the factoring percentage resulting from the change in the California per capita personal income combined with the change in population on a percentage basis.

PASSED AND ADOPTED this 6th day of June 2022 by the Board of Supervisors of Mariposa County by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey, Chair

ATTEST:

_____
DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-289

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year 2022-23 for each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

---

RECOMMENDATION AND JUSTIFICATION

Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year 2022-23 for each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County.

An alternative method is the percentage change in the jurisdiction's assessed valuation which is attributable to nonresidential new construction along with the change in population factor. Assessed valuations due to nonresidential new construction are not easily accessible from our records at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In November 1979 California voters passed Proposition 4 which added Article XIII B to the State Constitution. This Article established limits on the appropriation of proceeds from taxes. What this essentially means is that if the County's tax revenues increase and exceed the appropriation limit as calculated each fiscal year, then the excess revenue is to be returned to the taxpayers. In June 1990 California voters passed Proposition 111 which updated the cost of living and population factors that counties can use in calculating the limit.
The Board has annually designated the method for computing appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Article XIII B of the California Constitution specifies that appropriation limit calculations be calculated by one of the two methods above.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey

RE: Proclaim May 23 - June 3, 2023 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim May 23 - June 3, 2023 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

More than four out of five young adults between the ages of 18 and 24 who report using tobacco note that their first product was flavored. Unfortunately, flavored tobacco is becoming increasingly appealing to children and teens with the availability of flavors like apple, strawberry, bubblegum, and candy.

The teen volunteers of the Mariposa Chapter of Friday Night Live stand dedicated in their efforts to address this wide-spread health issue and request that the Board issue this Proclamation, the first in the nation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has, historically, proclaimed other events to shine light on similar important issues.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The consequence of a negative action would be the missed opportunity to recognize an important issue.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Flavored Tobacco Education and Adv_Proclamation_FNL_Mariposa Safe Families**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

May 28, 2023 - June 3, 2023 as

"Flavored Tobacco Education and Advocacy Week"

WHEREAS, vaping flavored tobacco products has been proven to be both harmful and addictive; and

WHEREAS young people are one of the target populations for the tobacco companies flavored tobacco products; and more than four out of five young adults ages 18 to 24 who have ever used **tobacco** reported that their first product was **flavored**; and

WHEREAS, among youth who said they were currently using a tobacco product, 85% reported using flavored products, with fruit, candy/desserts/other sweets, mint and menthol reported as the most popular flavors; and

WHEREAS 97% of youth who vape, use flavored tobacco; and

WHEREAS flavored tobacco products are attractive to young people and in 2021 83% of 230 Mariposa County High School students reported that flavored tobacco products (such as apple, strawberry, bubblegum, candy) are more appealing to children and teens than unflavored tobacco products; and

WHEREAS, since 2018 vaping has increased 218% among middle school aged youth and 135% among high school aged youth with a potential increase in those percentages post the Covid-19 pandemic; and

WHEREAS, in January 2023, Senate Bill 793 went into effect, prohibiting merchants from selling most flavored tobacco products throughout the state of California, including local retailers in Mariposa County; and

WHEREAS, advocating to hold Big Tobacco companies accountable, and limiting access to flavored tobacco products will reduce youth use of and addiction to tobacco products; and

WHEREAS Mariposa Safe Families, the Mariposa County Friday Night Live Partnership and our partner agencies are dedicated to the well-being of all students and youth that we serve; and

WHEREAS it is critical to the health, safety and well-being of our local youth and greater community that they (all Mariposans) are educated and made aware of the dangers associated with flavored tobacco use.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims support for efforts set forth by the Mariposa Chapter of Friday Night Live to eliminate access to flavored tobacco products by youth and support educating the Mariposa community on the dangers associated with using flavored tobacco by proclaiming May 28, 2022- June 3, 2022 as ***"Flavored Tobacco Education and Advocacy Week."***

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of June 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.
Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **5-8-23 IHSS Advisory Committee Meeting - Minutes**
2. **2023-04_minutes - MCFAC**
3. **230109 HSRPC FINAL MINUTES**
4. **230213 HSRPC DRAFT MINUTES**
5. **230419 CCAC Draft Minutes #26**
6. **230426 Minutes_DRAFT Creative Placemaking**
7. **June 27, 2022 approved Minutes**
8. **October 12, 2022 approved Minutes**
9. **SSTAC Meeting Minutes 4-26-23 - Draft**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

In-

Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

Minutes

Monday, May 8th, 2023 (CANCELLED)

Members Present: N/A

Members Absent: N/A

Union Representative(s): N/A

Staff Present: N/A

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

Guest(s): N/A

Recording Secretary: Jason Allen

1. **Call to Order and Introductions:** Due to not reaching a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was cancelled and not rescheduled, the committee will reconvene at the next regularly scheduled meeting.
2. Next Scheduled Meeting Date: May 8th, 2023

Mariposa Fire Advisory Committee
Minutes, April 19, 2023

1. **Roll Call:** Hannah Haley, Steve Ward, Mike Keyser, Melinda Barrett, Russ Marks, Alison Deak, Chris Bernard, Wes Smith, Dan Buckley, Gary Colliver, Racquel Sandoval, Barbara Cone, Hannah Harrison, Tara Fouch-Moore, Eric Holly, Mike Weiss, Christina Decko, Erin Capuchino

   Others in attendance: Robert Latham, Will Fassett, Lacey Sharp

2. **Approval of Minutes: February 15, 2023, March meeting was cancelled**
   Motion by Melinda Barrett, Seconded by Alison Deak, Approved unanimously

3. **Public comments**
   Albert Boyd expressed concern about buildup of hazardous fuels on the ground due to storms

4. **Discussion and Possible Action:**
   a. **Presentation of grant services available by Robert Lathum – Consultant**
      Promethean Fire works with businesses, organizations, and other vendors in rural areas to help them secure grant funding for fire prevention and preparedness, fuels reduction, etc. Promethean has experienced grant writers, GIS analysts, contractors, and others to help organizations and agencies through an MOU write and administer grants. They are also available to work with organizations that may not have the capacity to meet the requirements of an existing grant. *Reach out to Robert Lathum at 559-760-7732 or roblatham59@gmail.com if interested in working with Promethean Fire*

      DISCUSSION:
      - Promethean Fire will charge the grant for admin costs and it would require a contract if pursuing a grant funded through CAL FIRE. Generally, contractors are not compensated for grant writing unless the grant is funded.
      - The rate is dependent on the service being contracted – if interested in the service, must reach out to Rob to get a more detailed presentation with rates.
      - The company is based in Oakhurst
      - Promethean can help with environmental planning and compliance.

   b. **Title-III Funding update: 45-day comment period open - Ward**
      https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3
      Comment period closing May 8th or 9th. To date, no public comments have been received. Once comment period has closed, the contract agreements will then need to be revised and approved by the board. Organizations requesting funding may want to be present at the board meeting to show support but it won't be necessary to receive funding.

   c. **Discussion of unofficially released updated Fire Safe Regulations**
      Link: govt.westlaw.com/calregs PRC 23 something – articles 1-5
      The new Fire Safe Regulations are much more reasonable and less cumbersome for rural counties than the first draft in terms of workability but it is a higher standard. These were

adopted by the Board of Forestry but are still waiting for legislation to codify. For more information, see link on Board of Forestry webpage.

d. Update on CWPP community appendices - Ward and Hannah Harrison

Each community has an appendix requiring communities to do assessments. The original CWPP assessment seemed to be too technical. The new assessment is similar to a Firewise requirements in some ways, but it is no longer planned to be fully combined with the Firewise assessment. The draft is now broken down into sections (total environment, structures, vegetation, emergency access, signage, and water resources) with check boxes that will be easier for community members to evaluate visually. It also includes a section for communities to identify areas of high risk and to make recommendations so that they are engaged in finding solutions to the issues identified by them. The more technical aspects that requiring county-provided data will not be required for communities to fill out but will be available in an appendix. It is planned to have two templates available so that anyone can use it: an online survey and a hard copy. The community boundaries have also been updated to be more aligned with the boundaries that residents associate with.

DISCUSSION:

Russ Marks commented that the data being collected seems subjective. Will there be a review process for assessments completed by communities? Steve Ward responded that the data included by the county will help it be more objective. Melinda Barrett added that it will be really interested to compare the subjective and objective data. Steve Ward also commented that it will help MCFAC make recommendations about the priorities

Dan Buckley asked how this will work in conjunction with Firewise communities and whether we should have residents do the CWPP assessments prior to Firewise assessment. Steve Ward responded that we don't want to mix the two other than being able to recognize Firewise communities in the CWPP assessment, especially since these don't necessarily follow the same geographic boundaries. The order that they are done doesn't matter. Melinda Barrett added that it will be a good nexus for Firewise community outreach and identification of community leaders. Gary Colliver also commented that coordination and integration with these programs and others is good, especially for fire-related education and engagement.

e. Update on County Wildland Mitigation Coordinator Final CWPP is available here: http://www.mariposacounty.org/2448/Community-Wildfire- Protection-Plan

The County Wildland Mitigation Coordinor has been approved by the board and posted. As of the meeting, three applications were currently on file. The next step is interviews and 1-2 people were requested to help put together interview questions that will be vetted though HR. Will Fassett will be in charge of this and be a part of the interview panel.

Email Steve if interested in helping draft interview questions

5. **Updates, Activity Reports and Future Items**
    a. **Member updates**

CAL FIRE – There were seven applications for Wildfire Prevention Grants and two have been denied. He is hoping to be able to add some money back into grant money that is available. Paperwork was mailed out last week to landowners for the Guadalupe fuel break. CAL FIRE crews are working now to prepare area in Midpines for training camp in May. CAL FIRE is meeting with Cal Trans to reestablish relationship for fuel break projects.

Mariposa County Fire – CCI grant for masticators is ready and County Fire is waiting to go pick them up. Operators are currently working on grading projects, then will begin working on projects. If anyone needs work (FSC, RCD), they may be able to be used to help with projects but would need to coordinate with Battalion chiefs for maintenance projects. Once they're on project, will work with Mariposa Gazette to publicize work. Welcome to Captain Mike Weiss in County Fire. Cathey's Valley, Hornitos, and Coarsegold stationed are not staffed yet, but will be May 8th. Annual training has begun for firefighters.

Mariposa Fire Safe Council – Submitted two applications for Fire Prevention Grant: for fuel breaks and ladder fuels removal. The Ladder Fuels Project has been changed to a phased approach. Two additional grants have been submitted for storm cleanup, defensible space clearance, and hazard tree removal beyond the brush and chip program within the vicinity of driveways. The Fire Safe Council might be applying for Bureau of Land Management funding to connect fuel breaks in Coulterville. Wagoner Ridge Fuel Break is being worked on. Ferrand Fuel Break is completed. The final 18 acres of the Stumpfield Fuel Break is also being work on. Alta Vista has been delayed but will be started soon. It has been split into two sections with separate contractors. Fire Safe Council had hoped to have a bid walk on the Bullion Ridge Fuel Break but has run into access issues with road. PGE is currently working with contractors to bid the road repair. Brush and chip program is busy.

Share any materials with Barbara if you want them included in packet shared with landowners participating in Fire Safe Council programs

Mariposa RCD – Main focus is on home hardening program right now. Recently had three-hour home hardening and defensible space training with Yana Valacovich. There are about 65 people signed up for the home hardening program and assessments/implementation has begun this week. The program will be focused on Firewise groups initially so will be an opportunity to interface with county assessments process. It will also help people that are looking to get hours for Firewise while they are thinking about fire prevention. RCD is hoping to keep this program ongoing. Currently wrapping up other grants. CEQA documents have been filed and public comment period is closing for pollinator plant project.

UC Cooperative Extension – Hoping to plan a home hardening workshop for the community in the early summer with Yana Valcovich. We are tentatively going to the Board of Supervisors on May 2nd for approval of funding routed to UCCE to hire a prescribed burn association coordinator.

Mariposa Planning department – Main relevant project they are working on is the community wildfire assessment (see above).

Public works – The county has 30+ commercial development projects in progress. County maintained roads are mostly accessible at the moment with maybe two exceptions (Chowchilla Mountain Road, two contractors have tried to fix this but had issues; Miami Mountain Road in Fish Camp, don't know how to maintain until dry). Spring grading at the reservation has begun and access is an issue. No fire protection water in Yosemite West due to significant loss of water line. It is unknown when this will be fixed and up to 1000' feet of water line may need to be replaced. Short-term fix may be available for residents but not for fire protection.

Southern Sierra Miwuk – Held cultural burn past week and it was very successful. Will be joining Yosemite for prescribed burns in Wawona on Wednesday. Yosemite is sponsoring tribal members' red cards. They are hoping to build up the crew over next year and they will be administrative hires through the park. The tribe was offered a small grant to continue cultural burn program. Bureau of Indian Affairs just signed CEQA documentation for Sarah Priest project and should have funding in June. Currently focusing on capacity building. They may or may not be able to do the planned burn on Mariposa Creek this spring.

Yosemite National Park– 150-acre prescribed burn in Wawona starting today and more mechanical treatments and pile burning planned. Dispatch has been expanding.

SWIFT – no comment

Yosemite Sequoia RC&DC – Submitted CCI grant for fuels break project in Homestead neighborhood. YSRC&DC is available to provide support with contracted grant writer that can be used by partners.

Will Fassett – Introduced himself as new grants analyst for Mariposa Countyand is looking forward to collaborating with MCFAC and the new county fire coordinator when hired.

OES – Currently busy with storm recovery. FEMA here opening disaster recovery centers (open Monday through Saturday for 30 days). Individuals with road damage on non-county maintained roads, if there are multiple landowners sharing without funds, should apply with FEMA to cover private driveway, culvert, and road repair. Single homes and anyone in Oak Fire scar without insurance is also eligible. Final FRI for post-fire hazard mitigation grant submitted for hazard fuel reduction between Bumguardner ridge to creek to clear 500 acres. No cost-share for the county.

Sierra National Forest – Forest is currently running incident management organization for storm damage across forest due to significant damage across all forest roads. All prescribed burning has been delayed due to this. Contractors and engineers are beginning to work on roads. GIS team is working on a public facing map to update public on repairs, hopefully will be out next week. CAL FIRE is able to assist with burn piles by Bass Lake – need to coordinate.

Gary Colliver – no comment

We need to do annual MCFAC report to board to be compliant with policy – this was submitted to the board and will be on agenda.

b. Future agenda items

Send any that you have in mind to Steve

6. **Adjourn**
   Motion by Russ Marks, seconded by Tara Fouch-Moore, approved unanimously

Historic Sites and Records Preservation Commission

MEETING MINUTES- FINAL
(Approved on 2/13/23)

DATE: **Monday, JANUARY 9, 2022**
TIME: **10:00 a.m.**
LOCATION: **Government Center Upper Floor**
Board of Supervisors Chambers
5100 Bullion Street, Mariposa
See call information on previous page.

1. **Call to Order and Roll Call**

   Seeing a quorum, Phillips called the regular meeting of the Historic Sites and Records Preservation Commission to order at: 10:03 a.m.

   Present: Jeanetta Phillips, Jacob Hawley, Kathleen Leavitt
   Excused: Burt Collins
   Staff: Steve Engfer, Polina Pivak
   Members of the Public: Abby Miller, Marshall Long

   - *Please note COVID-19 Resolution No. 2022-09 was approved at the previous HSRPC meeting on December 12, 2022, and is applicable until January 11, 2023, therefore no new resolution is required to conduct a hybrid meeting.*

2. **Approval of Minutes:**

   a. Meeting of October 17, 2022: Approved by Technical Approval due to member resignation.
   b. Meeting of December 12, 2022: Approval of minutes tabled until next meeting due to lack of quorum.

   Note: Kathleen Leavitt cannot vote.

3. **Public Comment on Non-agenda items (for discussion only, no action),** including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. The following people spoke:

   No Comments.

4. **Discussion on Joint Meeting held on December 12, 2022, with the Creative Placemaking Strategy Advisory Committee (CPSAC).**

   Hawley, Phillips, and Engfer clarified the misunderstanding from the previous meeting and stated that the HSRPC did have the right to advise on the Mariposa Gateway Elements Project.

   Engfer restated the purpose of the December 12th meeting for input, the technical difficulties from the meeting, nature of joint meetings, and nuances of formal commission authority Engfer reiterated the intention of the CPSAC to share the Gateway Elements Project and

stated that the project is part of a broader set of art projects in the community. Engfer clarified the role of Caltrans in the Project.

Phillips agrees that the structure of the meeting could have been improved upon but has the impression that CPSAC did not care for HSRPC input on the project and were looking to present their project to the group.

Hawley agreed, however restated that was not the intention of the CPSAC. Hawley reiterated Engfer's earlier comment that the discussion with CPSAC should be structured as a workshop next time.

5. Presentation and Discussion Regarding HSRPC Authorities and Responsibilities; the Revised County Committee/Commission Policy (BOS Resolution 2022-637); and Future Workplan.

Pivak and Engfer gave a presentation on HSRPC authority and responsibilities.

Hawley asked about the methodology of surveying and registering historic sites and resources.

Engfer explained the process of surveying and levels of historic and cultural resource review.

Phillips stated the need to update the inventories of historic sites and resources.

Long asked if there was funding available for the HSRPC to conduct an update of the historic site survey. Phillips said there is no funding available.

Long encouraged the HSRPC to be more proactive in updating and preserving existing historic resources and to request funding from the Board of Supervisors.

Leavitt asked how historic site nomination functions. Engfer explained the levels of nomination and process for nomination.

Hawley asked if there was a map of historic properties in Mariposa County. Engfer stated that there is a map for the Town Planning Areas of Coulterville and Mariposa, and that a map could be made for designated sites Countywide.

The group discussed the process for updating the inventory of historic resources in the County.

Engfer presented on formal meeting decorum and procedures.

Engfer transitioned into discussing the future workplan by stating the need to update the Mariposa County Historic Design Review Guidelines due to the document's inaccuracy and dated nature.

The group repeated the need to remain proactive in updating the Historic Resource Inventory request funding from the Board of Supervisors to possibly hire extra-help to update the inventory.

Hawley expressed the need to meet the deadlines for the adoption of By-Laws and submittal

of the HSRPC Annual Report for 2022 per BOS Resolution 2022-637.

Phillips requested that the re-election of officers is an action item on next month's HSRPC agenda.

Hawley motioned to adjourn the meeting. Leavitt seconded. Motion passed.

6. **Adjourn:** There being no further business, the meeting was adjourned by Phillips at:11:07 a.m.

Minutes submitted by,

Polina Pivak, Planner

Historic Sites and Records Preservation Commission

MEETING MINUTES- DRAFT

DATE: **Monday, FEBRAURY 13, 2022**
TIME: **10:00 a.m.**
LOCATION: **Government Center Upper Floor**
Board of Supervisors Chambers
5100 Bullion Street, Mariposa
See call information on previous page.

1. **Call to Order and Roll Call**

   Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission was called to order at: 10:04 a.m. by Chair Phillips.

   Present: Jeanetta Phillips, Jacob Hawley, Kathleen Leavitt
   Excused: Burt Collins
   Staff: Steve Engfer, Polina Pivak
   Members of the Public: Charlie Phillips, Letha Goger, Marshall Long

2. A resolution of the Mariposa County Historic Sites and Records Preservation Commission (HSRPC) 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 HSRPC for the period from February 13, 2023 to March 14, 2023 pursuant to Brown Act provisions.

   By a unanimous vote, the committee approved the motion of Hawley, with a second by Leavitt, to approve AB 361 Resolution No. 2023-01.

3. **Approval of Minutes:**

   a. Meeting of December 12, 2022: Approval of minutes tabled until next meeting due to lack of quorum.
   b. Meeting of January 9, 2023: By a unanimous vote, the committee approved the motion of Hawley, with a second by Leavitt, to approve the minutes of the January 9, 2023 meeting.

   Note: Kathleen Leavitt cannot vote on 12/12 minutes

4. **Public Comment on Non-agenda items (for discussion only, no action),** including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. The following people spoke:

   No Comments.

5. **Re-election of Commission Officers**

   By a unanimous vote, the committee approved the nomination by Leavitt, with a second by Hawley, to elect Phillips as chair of the Historic Sites and Records Preservation commission.

By a unanimous vote, the committee approved the nomination by Phillips, with a second by Leavitt, to elect Hawley as vice-chair of the Historic Sites and Records Preservation commission.

The commission tabled the election of secretary until such a meeting where there are more members appointed to the commission.

6. **Discussion regarding a HSRPC Work Plan for Future Recommendation to the Board of Supervisors:**
a. Including: Gold Rush Design Review Guidelines Update, any needed code changes, Mariposa County Historical Survey and Inventory Update, Funding Opportunities with County, Grants, etc.; Education and Information including GIS map of historic sites, and HSRPC relationship with other advisory committees, such the CPSAC.

Engfer and Pivak introduced the discussion item per the agenda packet.

Hawley mentioned need to update the existing map of historical resources and conduct a gap assessment of existing historical inventory.

Long expressed concerns regarding demolitions and loss of existing historic structures in Mariposa County.

The group discussed the importance of a historical inventory update, protecting existing resources, and including those resources that may not be officially listed.

Hawley expressed need to work with other Mariposa County commissions and establish consistency between plans and projects between commissions. The group also discussed the importance of educating the public on HSRPC-related topics.

Staff was directed to finalize the draft work plan for approval at the next HSRPC meeting.

7. **Discussion and Possible Action to Adopt Updated By-Laws**

By a unanimous vote, the committee approved the motion by Hawley, with a second by Leavitt, to table the approval of the draft by-laws until the commission has had time to review Robert's Rules of Order and Rosenburg's Rules of Order.

8. **Discussion and Preparation of 2022 Annual Report of Commission Activity to Board of Supervisors**

Drafted and discussed HSRPC activity in 2022. Engfer and Pivak directed the HSRPC to prepare report responses for the next meeting.

Group agreed to review the draft report at the next meeting.

9. **Adjourn:** There being no further business, the meeting was adjourned by Phillips at:11:07 a.m.

Minutes submitted by,

Polina Pivak, Assistant Planner

MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #26 DRAFT MINUTES

DATE: **April 19, 2023**
TIME: **2:00 - 4:00 PM**
LOCATION: **Board of Supervisors Chambers, 2nd Floor**
5100 Bullion Street, Mariposa CA

1. Call to Order and Welcome at 2:05 p.m. by Chair Woblesky.

   CCAC Members Present: Kris Casto, Lydia Clary, Gabe Edwards, Ken Melton, Colleen Rhodes, Cassandra Beth Scaffidi, and Karen Woblesky.

   CCAC Member Excused: Robert Fox.

   County Staff Present: Steve Engfer (Planning), Corrina Miranda, Debbie Willis (Building, partial meeting).

   Public Present: Al Golub.

   Chair Woblesky welcomed members, guest, and staff and announced the presence of a quorum.

2. Approve Minutes of CCAC Meeting #25, 4/5/2023.

   Members reviewed the minutes and offered no changes.

   Motion by Edwards to approve the minutes as submitted.
   Second by Scaffidi.
   Motion passed. 7 ayes, unanimous.

3. Information/Discussion/Possible Action
   Agenda packet includes:
   - Review Current Code Compliance Open Violation Log in Excel Format; Determine Next Ad Hoc Committee Violation Focus
   - 4/18/2023 Board of Supervisors Agenda Packet - CCAC's Annual Report, Update, and Request for Feedback
   - Mariposa Planning Enforcement Procedures, adopted 2001

   Chair Woblesky introduced this item and moved directly to a discussion of the presentation of the Annual Report to the Board of Supervisors on 4/18/23 and the direction given by the Board.

   Discussion ensued about the members' willingness to review County Code Amendment 2019-218. Concerns were expressed about the nature of the violations reported by the public (meth, junk, raw

sewage, dogs, marijuana, crimes), most of them outside the purview of the CCAC. Also mentioned were the importance of overlap, and the need for a range of steps to get to compliance. The members expressed appreciation to Chair Woblesky for her professional presentation and to Engfer for his assistance with the PowerPoint. Need for more communication with the public was discussed as a way to serve the Board and the community more effectively. Observation was made that the CCAC understands the problems of code compliance better than anyone else in the county. Discussed the need for balance in approaches to enforcement. Informally reached consensus that future efforts need to continue on a broader path than merely reviewing 2019-218.

Engfer thanked Chair Woblesky for her presentation. Also explained that he believes the Board wants additional procedures and code language to make more effective processes available.

Edwards, Melton, and Woblesky asked that anticipated changes to Titles 16 and 17 be shared with the CCAC. Engfer responded that there is an engagement plan for that material and there will be an opportunity for people to participate.

Chair Woblesky clarified that it will be very important for the CCAC to proceed with reviewing 2019-218. Casto further emphasized the need to build preliminary steps into the process. Consensus was reached that preliminary processes and procedures need to be developed and recommended to the Board that should be utilized before those now included in 2019-218. Miranda agreed that well-defined steps are very much needed.

Edwards described progress he has made on the Vehicle Abatement project. Will bring an update to the committee at the next meeting.

Chair Woblesky declared that the other two subjects under this agenda item will be reviewed at a later meeting.

4. Review/Discussion/Possible Action of First Draft Community Engagement re: Abatement and Next Steps.

   This item was not discussed or acted upon.

5. Presentation/Discussion/Possible Action re: BWOP (Building Without Permit) Case and Code Review Report and Initial Recommendations by the Case Review and Code Review Ad Hoc Committee: Gabe Edwards, Lydia Clary, Rob Fox, and Colleen Rhodes.

   Chair Woblesky asked for an update. Rhodes reported that the ad hoc committee met for several hours. In response to the direction given by the Board, it appears best for us to proceed with research on abatement and other procedural solutions rather than primarily on BWOPs. That said, excellent progress was made in coming to an understanding of BWOPs and how we may be able to provide guidance to staff to reduce existing BWOPs and significantly reduce the creation of new cases. Edwards left at 3:30.

6. Discussion/Possible Action re: Mariposa County Codes, Ordinances, Resolutions, and Practices related to BWOP identified for CCAC review and update
   Agenda packet includes:

   - County Code 15.10.240 Notice of Non-compliance - County Code 15.10.050 Expiration of Building Permits - Ordinance 2020–1153 Post Disaster Recovery - Ordinance #1173 - Resolution 92-525 - Resolution 2019-731

   Chair Woblesky introduced this item and invited Clary to describe the codes, ordinances, and resolutions that need revisions. Clary explained that MCC 15.10.240 should allow discretionary filing as contrasted to mandatory, and should be by the building official or director, not merely an inspector. Further, there needs to be a process leading to the action instead of a compulsory filing done without discretion and proper process. Once title is clouded, it never comes off even if it is eventually released.

   Clary, Willis, and Engfer discussed the remaining items listed above and included in the agenda packet. Questions and comments were offered by other CCAC members. No action was taken. Discussion will continue at subsequent meetings.

   Substantial discussion ensued regarding appeals processes, costs, and fees. Some meeting of the minds was achieved but no formal action was taken.

7. Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for May 3, 2023. (Meeting #27)

   Requests were made that staff provide the text of 2019-218 for the next meeting without including the resolutions or other extraneous language or documents. Staff agreed to do so. Casto had to leave a few minutes before adjournment.

8. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.

   No public comment was offered.

9. Adjourned at 4:05 p.m.

   Motion by Melton to adjourn.
   Second by Scaffidi
   Motion passed. 5 ayes, (Clary, Melton, Rhodes, Scaffidi, Woblesky), unanimous.

Minutes submitted by,

Colleen Rhodes
CCAC Secretary

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

MEETING MINUTES

DATE: April 26, 2023
TIME: 12:00-1:00 PM
LOCATION: BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 12:03 PM.

   Members Present: Adam Burns, Cara Goger, Jackie Baxton, Erica Wolfsen, Abby Miller, June McCrory, Jeanetta Phillips,
   Excused Absence: Xav Dubois, Kim Brisack, Gail Dreifus
   Members Absent:
   Visitors: Hannah Harrison, Charles Phillips, Wayne Forsythe, Danette Toso, Wendy Brown, Scott McGrath, Madelyn McGrath

2. **APPROVE MINUTES FROM 3/20/23 MEETING:**
   The minutes were approved unanimously.

3. **DISCUSSION AND UPDATE ON MARIPOSA GATEWAY ELEMENTS PROJECT:**
   Goralnik provided an update and overview on the status of the design of the recommended gateway elements. He clarified that the gateway elements are based on specific northern flicker feathers that were shared with the artist in response to input received during the stakeholder engagement program.

   Philips commented that she would prefer a concept that was more readily evident or easily perceived. Miller, Baxton, and Goger shared that they hoped the artwork would stimulate exploration and investigation among audiences/viewers. Goger pointed out that the piece is deeply connected to its location, in particular the Mariposa Creek Parkway.

   Philips expressed concern that the proposed gateway elements omit many other relevant themes in Mariposa County's history and sense of place. Goger clarified that the project is connected to the Creative Placemaking Strategy's recommendations for a network of public art projects throughout the county, each of which provides an in-depth exploration of a specific topic of local interest.

   There was a suggestion from the public that the art work be installed by a local artist. It was clarified that the County is currently pursuing funding to implement additional projects in other locations throughout the County. Wendy Brown expressed that she was opposed to the project.

   There was a suggestion to consider updating the text on gateway elements so the English translation of the Miwuk terms was more evident.

DRAFT

4. **APPROVE A RESOLUTION OF SUPPORT FOR THE MARIPOSA GATEWAY ELEMENTS DESIGN:**
   The group voted to approve the resolution of support for the Mariposa Gateway element design, with five in favor (Goger, Baxton, Miller, Burns, Wolfsen) and one (Philips) opposed.

5. **DISCUSSION AND UPDATE ON THE WORKING LANDS, WORKING ARTIST PROJECT:**
   Goger provided an overview of the Working Lands, Working Artists project and its connection to the Agriculture and Working Lands Conservation Plan, and introduced the artists that had been selected to participate in the project. The committee received presentations from Scott and XXX McGrath; Jackie Baxton; and Erica Wolfsen related to their selected artwork. Members of the public asked several specific questions of the artists related to material choices.

6. **APPROVE A RESOLUTION OF SUPPORT FOR THE WORKING LANDS, WORKING ARTISTS DESIGN:**
   The CWG voted to adopt the resolution in support of each of the Working Lands, Working Artists concepts. Each piece was approved by a separate vote as follows:

   The group voted to approve the resolution of support for the Mariposa Gateway element design, with five in favor (Goger, Baxton, Miller, Burns, Wolfsen) and one (Philips) opposed.
   - For Erica Wolfsen's piece: Goger, Baxton, Miller, Burns, Philips and McCrory voted for, and Wolfsen abstained
   - For Scott and Madelyn McGrath's piece: Goger, Baxton, Miller, Burns, Wolfsen and McCrory voted for, Philips abstained
   - For Jackie Baxton's piece: Goger, Wolfsen, Miller, Burns, and McCrory voted for, Philips and Baxton abstained

7. **PUBLIC COMMENT:**
   There was no public comment at this time.

8. **ADJOURN:** Goralnik adjourned the meeting at 1:15 PM.

Minutes Prepared by: Mikey Goralnik

DRAFT

Elected Commissioners
Rosemarie Smallcombe – V-Chair
Wayne Forsythe
Miles Menetrey
Marshall Long, Alternate

Sarah Williams, Executive Officer

LAFCO
OF MARIPOSA COUNTY
Local Agency Formation Commission

Public Commissioners
Ron Iudice
Moose Mutlow, Chair
Vacant, Alternate

P. O. Box 2039, Mariposa, CA 95338
(209)742-1215 • FAX (209) 742-5024
www.mariposacounty.org/planning/LAFCO

MINUTES

DATE: June 27th, 2022
TIME: 10:00 AM
PLACE: Board Chambers, Government Center
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

1. **Call to order and roll call**
10:00 AM Chair Mutlow called the meeting to order and noted that Commissioners Forsythe, Menetrey, and Iudice were present. Commissioner Smallcombe was excused.

2. Adopt a Resolution of the Local Agency Formation Commission 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 Local Area Formation Commission (LAFCo) for the Period June 27, 2022 to July 27, 2022 Pursuant to Brown Act Provisions

   WITHDRAWN: Chair Mutlow announced there was no longer a need for a resolution under AB361.

3. Public Comments for matters within LAFCo authority that are not on the LAFCO agenda. No public comment.

4. Public Protest Hearing for Mariposa LAFCo's Approval of LAFCo Application No. 2022-080 for the Mariposa Town Planning Area (TPA) Reorganization Project, including the Mariposa Public Utility District (MPUD) Service Area Annexation. Hearing is Being Conducted to Receive Written Protests about the Annexation. LAFCo will Accept Written Protests on LAFCo's Protest Form only (blank copies of which will be available prior to and at the hearing). Written Protests may only be made by Owners of Parcels within the Annexation Area and by Registered Voters who Reside within the

Annexation Area. The Commission will not take Testimony about the Substance of the Project.

The public hearing was open at **10:04 AM**. Jeff O'Neill from Provost and Pritchard noted, as required by law, that affected property owners were notified 21 days prior to this meeting. He noted that the sole function of the hearing is to hear any protests and stated that if 25% of landowners oppose, it will go to a formal election process. Sarah Williams/Executive Officer noted that there were 107 parcels and 95 registered voters within the boundary, and up to today's hearing, 11 protest forms had been received. Public comment was received from Beatrice Allen/Fairgrounds Road resident noted she protested as she does not believe her property should be in the planning area and would not use their services. The hearing was concluded at **10:15 AM.**

5. Review of any future business /LAFCo Staff Activities
Sarah Williams advised that there is action being taken for the dissolution of County Service Area 3 (CSA 3), this item will be brought to the Board of Supervisors to terminate the assessment. She noted they would focus on LAFCo procedures as a protest hearing and formal resolution would be needed. She also noted that County Service Area 2-W (CSA 2-W) would not be dissolved as it is used by Public Works.

10:17 AM Chair Mutlow Adjourned the LAFCo meeting

Respectfully Submitted,

Danielle Bondshu
LAFCo Executive Secretary

Elected Commissioners
Rosemarie Smallcombe – V-Chair
Wayne Forsythe
Miles Menetrey
Marshall Long, Alternate

Sarah Williams, Executive Officer

LAFCO OF MARIPOSA COUNTY
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MINUTES

DATE: October 12, 2022
TIME: 10:00 AM
PLACE: Board Chambers, Government Center
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

10:00 AM Vice-Chair Smallcombe opened the meeting. No public Comment. Vice-Chair Smallcombe recessed the meeting to 2:15 PM.

Vice Chair Smallcombe led the Pledge.

1. **Call to order and roll call**
Commissioners Smallcombe, Forsythe, Menetrey and Iudice were present. Commissioner Mutlow was excused.

2. Public Comments for matters within LAFCo authority that are not on the LAFCO agenda. None.

3. Authorize the LAFCo Chair to Execute an Amendment to Professional Services Agreement with Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group for LAFCO project for Mariposa Public Utilities District
COMMISSION ACTION: The amendment to professional services agreement with Provost & Pritchard Engineering Group, Inc. dba Provost Y Pritchard Consulting Group was approved. ***Resolution 22-8***

Result:	Approved
Mover:	Forsythe
Seconder:	Iudice
Ayes:	Smallcombe, Forsythe, Menetrey, Iudice
Noes:	None
Excused:	Mutlow

4. Review of any future business / LAFCo Staff Activities

Sarah Williams advised that the Mariposa Public Utility District (MPUD) project is almost completed and announced that Commissioner Menetrey will be attending the annual CALAFCO Conference this year.

2:24 PM Adjourn

Respectfully Submitted,
Danielle Bondshu
LAFCo Executive Secretary

Tracy Gauthier
By: Tracy Gauthier
Deputy Clerk of the Board II

Mariposa County Local Transportation Commission

Commissioners
District 1…….Rosemarie Smallcombe
District 2……..Shannon Poe
District 3…….Danette Toso
District 4……Wayne Forsythe
District 5……..Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Social Services Transportation Advisory Council

April 26, 2023
Government Center Building – Board Hearing Room

In Attendance: Debra Barcellos – Mariposa Heritage House
Jeannie Morvay-Clayton – Public Works - Transportation Planning
Jordan Van Delden – HHSA - Transit
Tina Gavette – HHSA - Social Services for Seniors

1. SSTAC Meeting called to order by Jeannie Morvay-Clayton at 10:03 AM.

2. Introductions and a Determination of a Quorum.

3. SSTAC currently has four vacancies.

4. Notice of Meeting and Notice of Vacancies advertised in the local newspaper, letters mailed out to SSTAC interested parties mailing list, notices published on county websites, and posted at county buildings.

5. Tina Gavette moved to accept the minutes from October 26, 2022, meeting, Debra Barcellos seconded the motion with all members in concurrence.

6. Debra Barcellos moved to accept the Annual Report for 2022, Tina Gavette seconded the motion with all members in concurrence.

7. Debra Barcellos, from Mariposa Heritage House, shared a Presentation with us on their fixed route transit program. (Presentation attached.) Debra let the group know that their LICN Grant, funding the transit program, would be ending in 2024. They are currently seeking funding sources to continue the transit program after 2024.

DRAFT

8. Jordan Van Delden gave us an update from Mariposa Transit. In FY 21/22 they had 7,800 1-way trips with nine drivers and two office staff. As of March 2023, Mariposa Transit was operating at 100% occupancy, has ten drivers, and four office staff.
   Mariposa Transit is once again offering weekly shopping trips to Atwater and is adding weekly trips to the Mariposa Farmers Market, which will be available May through the end of October. Publication of the Mariposa Transit Offerings will include these new additions.
   They are still researching scheduling programs which will allow Transit to make the switch to virtual vouchers.

9. There was a question about working with YARTS to provide a midday pick-up and drop off in the El Portal area. This would help residents looking to connect with Mariposa Transit for various appointments. Jeannie will reach out to our YARTS contact to research this possibility.

10. SSTAC Meeting adjourned at 10:55 AM. Next meeting will be October 2023 date/time TBD.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Re-Appoint Olga Leonard to the Behavioral Health Board (BHB) with a Term Expiring June 6, 2026

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Olga Leonard to the Behavioral Health Board (BHB) with a Term Expiring June 6, 2026

These membership reappointments come to the Board of Supervisors at the recommendation of the Behavioral Health Board (BHB). Under the BHB by-laws, approved by Board of Supervisors Resolution 17-340, the BHB may recommend appointments to the Board of Supervisors. The BHB is recommending reappointment of member to their board.

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently eight (8) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and these appointees fit into one of the open membership categories.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289. Initial member appointments were made subsequent to that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not reappoint and leave the BHB with vacancies which may prevent it from functioning under its mandates.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Wayne Forsythe

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

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 21, 2023

A. 9:01 AM Called to Order

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey announced new requirements for the Public Comment telephone line, noting if an individual would like to speak, they will need to press *5 to raise their hand. He noted he would call the last four of their telephone number, and once called upon, they would click *6 to unmute themselves.

Jonathan Noel/Community Member comment on CA.7 and CA.8 and asked what the monies are used for and if we get matching funds from the State.

Joe Lynch/Health and Human Services Agency Director, commented on CA.15, noting social work is as old as time, neighbors helping neighbors. Mr. Lynch also noted that social workers help others when they are at their lowest and thanked them for their hard work and dedication.

Julie Simms/Health and Human Services commented by phone on CA.15 noting it is one of the hardest jobs.

Supervisor Smallcombe commented on CA.15, noting that social workers make many contributions and acknowledged she doesn't know how they do it, especially with all the disasters.

Dallin Kimble/County Administrative Officer responded to the question by Mr. Noel, nothing we do not get match funds, and this is paid for mainly by Measure M for emergency services.

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

CA1. **Health and Human Services RES-2023-145**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-146**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-147**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-148**

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

CA5. **Sheriff's Office RES-2023-149**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

6. Item Withdrawn and Rescheduled

CA7. **Administration RES-2023-150**

Approve Agreement 4CA06229 with CAL FIRE for Command and Control and Dispatch Services from July 1, 2023, to June 30, 2026, in an Amount Not to Exceed $3,914,038; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Administration RES-2023-151**

Approve Agreement 4CA06230 in an Amount Not to Exceed $2,279,793 for Extended Fire Protection Availability (Amador) Services from July 1, 2023 through June 30, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Administration RES-2023-152**

Ratify the Signature of the Board of Supervisors Chair on the Memorandum of Understanding with the Redwoods for Use of Their Loader for Snow Removal When Not Needed for Their Operations

CA10. **Administration/Community Development RES-2023-153**

Approve a Micro Grant for the Joyful Owl in the Amount of $10,000; and Authorize the Auditor to Submit Payment

CA11. **Agricultural Commissioner RES-2023-154**

Approve the Pest Detection Trapping Agreement No. 22-1694-003-SF, for FY 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

12. Item Removed for Amendment

CA13. **County Counsel RES-2023-155**

Approve an Agreement with Dannis Woliver Kelley Attorneys at Law to Provide Construction Related Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **County Counsel RES-2023-156**

Approve Agreement with CivicPlus for Self-Publishing Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services 2023-30**

Proclaim the Month of March 2023, as "Social Work Month"

CA16. **HHS/Behavioral Health & Recovery Services RES-2023-157**

Approve First Amendment to Agreement with Davis Guest Home to Provide Community Residential Treatment Services for Clients Referred by Mariposa County Behavioral Health Increasing the Amount by $100,000 for a New Amount to Not Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Planning 2023-31**

Re-Appoint Eugene Spindler, Edward Mee, Alton Brown, Charles Jones and Tony Christianson to the Wawona Town Planning Advisory Committee with Terms to Expire February 28, 2025; and Appoint Richard Jacobson and Ken Kehrer to the Wawona Town Planning Advisory Committee with a Term to Expire February 28, 2025; and Recognize the Service of Lucy Royse (Supervisor Smallcombe)

CA18. **Planning 2023-32**

Recognize the Service of John Luther to the Fish Camp Town Planning Advisory Council; Re-Appoint Brett Archer, Donn Harter, Greg Royse and Robert Bassett; and Appoint William Reinhardt to the Fish Camp Town Planning Advisory Council with Terms to Expire February 28, 2025 (Supervisor Smallcombe)

CA19. **Public Works RES-2023-158**

Declare Saturday, May 6, 2023, Butterfly Parade a County Sponsored Event and Authorize Public Works to Waive the Encroachment Fee of $188.00; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 10:00 AM to 11:00 AM, Between Highway 49 North and Highway 49 South

CA20. **Public Works RES-2023-159**

Authorize Public Works to Waive the Encroachment Permit Fee of $188.00 for the Annual 4-H Citizenship Project Bike-A-Thon

CA21. **Public Works RES-2023-160**

Declare Paseo De Mariposa a County Sponsored Event; and Authorize Public Works to Waive the Encroachment Fee of $188.00

CA22. **Probation RES-2023-161**

Approve a Five (5) Year Agreement with Tyler Technologies, Inc. to Provide a Full Featured Case Management System, in an Amount Not to Exceed $44,800 in Year One, $52,040 in Year Two, $59,442 in Year Three, $67,014 in Year Four, and $74,765 in Year Five; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

1. **Administration RES-2023-172**

Approve a Five Year Agreement with JMP in an Amount of $25,473 for Postage Machine Services in the Government Center Complex; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 4/4/2023 9:00 AM

2. **Board of Supervisors RES-2023-162**

Resolution and Tile Plaque Recognizing Ken Trujillo, Upon His Retirement from the Probation Department (Board Chair)

Danielle Bondshu/Clerk of the Board made an announcement regarding a correction to the agenda noting it states its for Ken Trujillo, but it is in fact for John Trujillo. She also noted all attachments were correct, it was just the title of the Board item. She also extended her apologies.

Supervisors Smallcombe and Forsythe noted how wonderful he is and his commitment to the youth.

AMENDMENT: Name correction from Ken Trujillo to John Trujillo-Trejo.

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

F. Departmental Presentation

Kari Kisela/Mariposa County Chamber of Commerce announced the winners of the Business Awards Dinner. Thanked the Business leadership circle.

Pete Judy/Interim Chief Probation Officer thanked John Trujillo for his service, he has worked with kids and drug court within just about every aspect of probation.

Joe Lynch gave a brief update noting this week strong wind and storm events are forecasted. He noted the Health and Human Services Agency, the Sheriff's Office, and the Office of Emergency Services (OES) are monitoring the event. He also noted for the listening public that if assistance or resources are needed during the event to call 209-259-1332 or if it is life threatening to call 911.

Sam Cerveny/Deputy Public Works Director gave an update on storm damage, noting the Roads crews are evaluating roadways. He noted Ashworth has areas where it has been undermined, Chowchilla has a lot of damage, and Hotzel is currently at one lane. Mr. Cerveny also noted for the listening public that there are some County roads that are only maintained between April and October. He also announced at the Don Pedro utilities division was having issues and the County landfill was seeing seepage issues. He noted the landfill will be taking spoiled food through March at all locations.

Monica Nielsen/Ag Commissioner noted on this day, was National Agriculture Day. She presented statistics such as the Ag industry accounted for $ 437 Billion, and California was sitting $16.5 billion more than Iowa. She announced Mariposa ranks 45 in State but with Cattle, we rank 5th. She announced for the listening public the Agricultural Department will be hosting their annual livestock pass training pm April 5th from 1:00 PM to 5:00 PM.

Wes Smith/OES noted the County was contacted by FEMA, CDAA, and SBA and was asked to complete a survey within 24 hours. He noted we are waiting for our information to be received by the Governor and pushed for Federal assistance. He noted up to this date, their office had received 291 total damage reports from residents which 196 were vetted for accuracy.

Supervisor Poe noted it was nice to see the team up there. He noted he visited 30-40 people who had homes damaged and most have not done the survey. In regards to tree damage, Mr. Smith noted they cannot answer what can be done.

Supervisor Smallcombe asked at what point will it no longer benefit a resident to do the survey. Mr. Smith noted FEMA closed the survey for snow damage on Friday the 17th. He announced that if the damage was incurred the survey will continue to be open. But if the damage was incurred within those dates, he encouraged all to submit their information.

Elizabeth Darcy/Public Information Officer followed up on Mr. Smith's comment noting changes were made to the emergency alert. She noted if you click on that, it gives information on the storm itself and it will remain up until the storms have succeeded. She noted the information was also added to www.mariposarecovers.org <http://www.mariposarecovers.org>. She noted a lot of information has been promoted on social media as well as 11 outside publications. She gave her email address edarcy@mariposacounty.org <mailto:edarcy@mariposacounty.org> for any businesses or offices that would like information for distribution purposes. In response to a question from Supervisor Smallcombe, Ms. Darcy noted there are flyers at Post Offices but if they were damaged, contact her for a new one.

Dallin Kimble/County Administrative Officer noted for congressional spending projects (formerly known as earmark projects), when notified we have to submit a proposal. He noted they are working with our Senators and Congressmen on resubmitting the request for the Wawona Fire Station and the 11th Street Paseo.

Danielle Bondshu/Clerk of the Board noted the Board Chambers will be closed to the public last two weeks in May for the installation of the new sound system. She also announced the new agenda management system will go live for the first meeting in June.

G. Public Comment on Non-Agenda Items

Mike Bruso/Community Member noted his career was in education. He noted he oversaw staff development days. He also noted his entire career was to try and change the points of view of differing education which was adult driven. He noted to deal with issues, all tend to jump to debate which is a "Greek beat down." He noted what should happen before the debate is dialogue as people should strive to beat down ideas, not people. Mr. Bruso also noted he comes to Board meetings to help bring a differing point of view and generate new though.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 13771)**

Receive a Presentation on the California Road Charge from Lauren Prehoda with Cal Trans

RESULT: WITHDRAWN

2. **Fire (ID # 13850)**

Receive a Presentation from Mariposa County Fire Department Regarding Their 2022 Annual Report and Statistics

Steve Ward/Division Chief Cal Fire/Mariposa Fire gave a PowerPoint presentation. He noted a correction to page 5 has the population count incorrectly, it should say 17,131. In response to a question from Supervisor Poe, Chief Ward the reason we do not have a lot of volunteers was due to change, such as when Cal Fire came in and took over command and control.

Public comment was received by Jonathan Noel who gave kudos and asked if the stations currently closed will reopen for fire season.

Dallin Kimble noted the Cal Fire Command and Control as well as the Cal Fire Amador agreements provide much-needed training and professional knowledge, as well as the receipt of money from Cal Fire for the use of the Airport, our staff does join the training and Mariposa County sees a guaranteed response.

Kudos were received Kudos Supervisors Forsythe and Smallcombe. In response to a question from Supervisor Smallcombe, Chief Ward confirmed that on packet page 287, it noted "Campa Totals" in which 2/3rds are medical calls. Chair Menetrey noted the report states 2 medical responders by 5 were stated and Mercy is the responding medical authority. Chief Ward noted that was correct, also noting it is fluid based on the number of volunteers.

CORRECTIONS: The population is 17,131, applications is 17, and 5 medical responders (three of those are going through the application process).

RESULT: INFORMATION RECEIVED

3. **Fire RES-2023-163**

Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $101,000.00; and Begin the 45 Day Comment Period

Chief Ward gave the staff report. No public comment.

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

4. **Planning (ID # 13868)**

Receive a Presentation on the Status of the Mariposa Gateway Elements Project

Steve Engfer/Planning Director introduced the item, noting this item is related to H.5. He turned the floor over to Mikey Goralnik/Community Development Planner who gave a PowerPoint Presentation.

Kazzy Brocchini/Community Member/Indigenous person spoke in favor of the murals. She asked the Board to think about if they had ever been trivialized for who they were or told they could not partake in their religion or speak their language. She noted those are things her people have dealt with for years, noting the decimation of her people in California was heavy. She noted this project gives her people a voice and a chance to display their art and shows they have value which will influence children and give a voice to indigenous people.

Wendy Brown/Concerned Citizen noted she wished she would have paid more attention. She noted she loves murals and appreciates the planning, but she noted the consultants are from Half Moon Bay and the architecture looks like urban art. She noted she moved here because she loved the “little cowboy/country western” town. She noted she would hate to become urban and noted the murals do not portray the rest of the community. She also asked, “Are they going to include traditional art?” she also noted she is a Cowboy Poet but there is no Western theme for that part of this community. She wants to see all parts represented. She then handed a letter to the Clerk of the Board.

Cara Goger/Arts Council clarified a few statements noting they have been taking input on the project since the beginning and are still taking feedback. She noted the report will be on the website and the consultants were chosen because they have an already established rapport within the community.

Lester Bridges/a resident noted he went through a town in Missouri where they had a mural, 3 stories high. He noted there is an opportunity in the Mountain Fitness Gym building. He noted murals can do a lot for our community.

Mike Bruso noted he likes murals but is not in favor of public art. He noted public art is a version of cherry-picking. He then gave some examples that he has seen throughout his career.

Ms. Brown came back to the podium and noted she was curious as to where the individuals who responded to the survey were from.

Mr. Goralnik clarified that we are not just doing these projects for the community it is also to sell and market our community so outside input is still welcome.

Board discussion ensued, but kudos were given to the presenters by the Supervisors.

RESULT: INFORMATION RECEIVED

Recess

11:42 PM Chair Menetrey recessed the Board for a brief break and reconvened at 11:48 PM.

5. **Planning RES-2023-164**

Adopt a Resolution Approving the Submittal of an Application to Cycle 2 of the Caltrans Clean California Local Grant Program to Fund the Mariposa Gateway Element Project Phase 2; Authorizing the Planning Director to Sign the Application; Authorize the Board of Supervisors Chair to Sign the Grant Agreement And, If Necessary, Associated Agreements with Collaborating Property Owners, If Awarded (Subject to Approval as to Legal Form by County Counsel); and Authorize the Board of Supervisors Chair to Sign the Letter of Support

Mikey Goralnik gave the staff report. Public comment received from Jonathan Noel who discussed history and people of Mariposa. Kudos were given by Supervisors Forsythe and Smallcombe. Colleen Rhodes community member noted she looks forward to having Mikey look at the project in Coulterville.

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

6. **Administration (ID # 13590)**

Discussion and Direction of Policy Regarding Complaints Against Department Heads or Other Employees of the Board of Supervisors

Dallin Kimble introduced the item noting it is being brought forward by previous direction from the Board. In response to a question from Supervisor Smallcombe, Mr. Kimble noted the complaints would flow through Human Resources and if need be, investigated through a third party.

Public comment was received by Danielle Bondshu/Clerk of the Board, Jonathan Noel/Community Member, Lester Bridges/Community Member, and Elizabeth Darcy/Public Information Officer all of whom presented ideas or noted employees need to feel safe and heard.

Board discussion ensued.

DIRECTION: Staff is to revise the current policy which would direct staff to Human Resources where the issue would try to be resolved before a formal investigation was launched with the caveat that the Board will be notified if an investigation has occurred. Also, if a pattern is established, the Board would like to be a part of the conversation.

RESULT: DIRECTION GIVEN

7. Items H.7,8, and 9 were pushed to last three items on Regular Agenda

12:50 PM Chair Menetrey recessed for lunch noting Regular agenda items H. 7, 8, 9, and the Local Transportation items will be taken up after the other 2:00 PM reconvene items.

I. 2:00 PM Reconvene

2:01 PM Chair Menetrey Reconvened the Board meeting

1. **Planning RES-2023-165**

Adopt a Resolution Approving the Merced River Trail Vision Plan; Finding the Project is Exempt from CEQA; and Authorizing County Departments and Agencies to Pursue Implementing Its Recommendations

Mikey Goralnik introduced the item and gave a PowerPoint Presentation.

Public comments were received from Art Baggett/Resident, Bill King/Executive Director of Mariposa Trails, Molly Stephens/Midpines Resident, Jeff Jenkins/Community Member, Jonathan Noel, Patrick Johnson/National Park Service Planner, and Colleen Rhodes whom all noted how beneficial and needed this project is for our community.

Kudos and thanks were given by all the Board members in excitement about this project being brought forward for approval.

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

2. **Planning (ID # 13889)**

Receive a Presentation on the Mariposa County TerraCount Tool Project

Steve Engfer introduced the item noting the TerraCount Tool consultants from Tukman Geospatial were present, he turned the floor to Hanna Harrison/Community Design Planner who gave a PowerPoint Presentation

Mark Tukman/Tukman Geospatial introduced himself and noted they have been working on this project for a couple of years. He noted this came out of work done in Sonoma and Merced and went into a PowerPoint Presentation. He then introduced Dylan Loudon/Tukman Geospatial who finished the presentation. In response to a

question from Chair Menetrey, Mr. Loudon explained that carbon sequestering is a good thing. It shows how the vegetation is sequestering carbon and mitigating impacts.

Public comment was received by Mike Bruso, Tony Toso/Cotton Creek Ranch, and Karen Glendenning/Fish Camp Resident who all noted tools are great but were concerned with how they can impact producers as well as users of wood-burning stoves.

Board discussion ensued on the pros and cons of the tool.

RESULT: INFORMATION RECEIVED

3. **Administration RES-2023-166**

Approve an Agreement with BAE Urban Economics for a Short Term Rental Study; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble noted there has been a few questions on this item and turned it to Ben Goger/Housing Development Specialist who gave the staff report.

Public comment was received by Jim Evans/an active housing advocate who noted he is in favor of mitigating impacts and asked that the Board look at a fee that goes toward the housing trust fund.

Mike Bruso expressed his concerns about the property rights issue this raises. He noted government involvement is the reason for the housing crisis, not Vacation Rentals.

Board discussion ensued and Mr. Kimble noted this firm's bid was $80,900 and the other received was $110,000. He also noted this is just a study, it is not a guarantee the Board will approve what's recommended. This study will help to quantify the impacts.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Danette Toso, Supervisor
AYES:	Danette Toso, Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS:	Shannon Poe

4. **Administration (ID # 13899)**

Discussion and Possible Direction on the National Center for Public Lands Counties; and a Requested Contribution of Approximately $25,000

Dallin Kimble gave the staff report. Public comment was received from Mike Bruso, and Karen Glendenning, both expressing concerns for this item.

Board discussion ensued. Supervisor Smallcombe expressed her concern in the use of LATC Funds, noting those funds cannot be used for lobbying.

Board gave direction with Supervisor Smallcombe disagreeing.

DIRECTION: Staff is to bring the item back on April 4th with more clarification

on the use of the funds as well as with the possibility of pulling the funds from General Contingency instead of the LATC funds.

RESULT: DIRECTION GIVEN

5. **Clerk of the Board of Supervisors (ID # 13926)**

Discussion and Possible Direction on Agenda Layout

Danielle Bondshu gave the staff report. No public comment.

DIRECTION: Give the Clerk of the Board the leeway to adjust the agenda to optimize Department Head time.

RESULT: DIRECTION GIVEN

Recess Board of Supervisors

5:35 PM Chair Menetrey recessed the Board meeting and the Clerk of the Board read the Government Code Announcement.

J. LOCAL TRANSPORTATION COMMISSION

5:35 PM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-7**

PUBLIC HEARING: Adopt the Initial Study/Mitigated Negative Declaration for the Mariposa Creek Parkway Phase III and Trailhead Project; Approve the Mitigation Monitoring Report Program; and Authorize the Executive Director-MCLTC to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075

Steve Engfer introduced the item and Mr. Goralnik gave a PowerPoint presentation noting the Planning Department was able have CEQA done in the same study. No public comment received.

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

Adjourn LTC

5:46 PM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

5:46 PM Chair Menetrey reconvened the Board meeting.

K. Closed Session

5:47 PM Chair Menetrey announced the closed session items and opened for public comment on each item. No public comment. Chair Menetrey recessed the Board into closed session at **5:49 PM**.

1. **Administration (ID # 13927)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 7919 Hunter's Valley Road in Mariposa; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Transaction

No public comment.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 13922)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation; Sher're Hendricks V. County of Mariposa; WCAB No. ADJ14464845

No public comment.

RESULT: CLOSED SESSION HELD

3. **County Counsel (ID # 13923)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation; Walter Dwyer V. County of Mariposa; WCAB No.: ADJ10168154,ADJ10168168, ADJ1016816464

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

6:34 PM Chair Menetrey reconvened the Board meeting and reported that during closed session information was received and direction was given for all three closed session items.

L. Board Information

Information received.

M. Adjournment

6:36 PM Chair Menetrey adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

April 4, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:02 AM
Shannon Poe	Supervisor	Present	9:02 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:02 AM
Wayne Forsythe	District IV Supervisor	Present	9:02 AM
Miles Menetrey	District V Supervisor	Present	9:02 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Heather Livingston/Coordinator of Friday Night Live comment on CA. 12 and had the Friday Night Live students speak on events and their mission.

Joe Lynch/Health and Human Services Director commented on CA. 10-14 noting the fantastic presentation. He stated that what the children due is very important. "Children are great imitators, give them something great to immolate". He also quoted Nelson Mandela.

Donna Santee/Lead Prevention Specialist at Safe Families commented on CA. 10, noting Megan Atkinson asked that she speak on her behalf. She thanked the Board for bringing this item forward. She noted this fortifies solidarity and brings a message of support and protection to our youth. She noted it is important that all children receive and deserve love and respect. She noted for the listening public to say something if they see it and pleaded that parents take time for self-care. She announced the planting of the annual pinwheel gardens around the community to bring awareness to Child Abuse.

Members from Club Live (Grades 6 through 8) came up for CA. 13 and read stories and gave statistics on the easy access of alcohol to youth

Katy Wagoner/Mountain Crisis spoke on CA. 14 stating facts on Sexual Abuse for its awareness month.

Kudos were given by all Supervisors to the children who came and spoke before the board, they noted the importance of the youth members speaking to their peers and being role models.

Chair Menetrey also made mention of CA. 17 noting the Board is not receiving minutes from its committees.

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

CA1. **Health and Human Services** **RES-2023-167**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-168**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2023-169**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office** **RES-2023-170**

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

CA5. **Sheriff's Office** **RES-2023-171**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration** **RES-2023-172**

Approve a Five Year Agreement with JMP in an Amount of $25,473 for Postage Machine Services in the Government Center Complex; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration** **RES-2023-173**

Approve Service Order No. 1 with Ricoh for Managed Services ($347.70/Month); and Authorize the Board of Supervisors Chair to Sign the Service Order

CA8. **Administration** **RES-2023-174**

Rescind Resolution 2023-103; Approve the First Amendment to an Agreement with BOP Which Amends the Compensation; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591) 4/5ths Vote Required

CA9. **Public Works** **RES-2023-175**

Declare Las Mariposas Civil War Reenactment April 22 & 23, 2023, as a County Sponsored Event; and Waive the Encroachment Fee of $188.00

CA10. **Board of Supervisors 2023-33**

Proclaim the Month of April 2023, as "Child Abuse Awareness Month" (Board Chair)

CA11. **Board of Supervisors 2023-34**

Proclaim April 1 - 7, 2023 as "Week of the Young Child"

CA12. **Board of Supervisors 2023-35**

Proclaim the Month of April 2023, as "Friday Night Live Month" (Board Chair)

CA13. **Board of Supervisors 2023-36**

Proclaim the Month of April 2023, as "Alcohol Awareness Month" (Board Chair)

CA14. **Board of Supervisors 2023-37**

Proclaim the Month of April 2023, as “Sexual Assault Awareness Month” and April 26Th, 2023, as “Denim Day" (Board Chair)

CA15. **Board of Supervisors RES-2023-176**

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 704 Solar Panel Exemption for Wildfire Victims

CA16. **Clerk of the Board of Supervisors 2023-38**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2023

CA17. **Clerk of the Board of Supervisors (ID # 13874)**

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

CA18. **County Counsel 2023-39**

Accept Resignation and Recognize Michael Cornwell and Debra Wass for Their Service on the Mariposa County Safety Committee; and Appoint Chris Ferbrache as a Management Representative and Julie Brown as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Terms Ending September 28, 2025

CA19. **Health and Human Services RES-2023-177**

Approve Amended Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) to Perform Scope of Work Related to Emergency Solutions Grant (ESG); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-178**

Approve an Agreement with Tulare County Superintendent of Schools (Tulare County) to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $19,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Community Services RES-2023-179**

Approve Amendment to Agreements with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendments; Approve Budget Action Decreasing Revenue and Appropriations in the Title III-C 1 Congregate Meals Program ($32,615); and Increasing Revenue and Appropriations in the Transit Funding Title III-B Transportation ($32,600), to Correspond with the Amendments 4/5ths Vote Required

CA22. **HHS/Community Services RES-2023-180**

Approve the Amended Area 12 Agency on Aging (A12AA) Nutrition Infrastructure Grant Agreement for a New Amount Not to Exceed $120,362; and Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Grant to Correspond with the Amended Agreement Amount ($18,840) 4/5ths Vote Required

CA23. **HHS/Community Services 2023-40**

Accept the Resignation of Laura Conger from the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately

CA24. **Public Works RES-2023-181**

Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the Annual Farmers Market

CA25. **Public Works RES-2023-182**

Approve the Allocation of One Permanent Full-Time Senior Engineer Position in the Public Works Engineering Budget Effective April 4, 2023; and Un-Allocate One Associate Engineer and One Engineering Technician II

CA26. **Public Works RES-2023-183**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Energy Conservation Assistance Act (ECAA) Loan to Cover the Balance of the Agreement ($883,390) 4/5ths Vote Required

CA27. **Sheriff's Office RES-2023-184**

Approve an Amended Three Year Agreement with Keefe Commissary Network to Provide Commissary Services at the Mariposa Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Public Comment on Non-Agenda Items

Dr. Eric Sergienko/County Health Office noted it was a busy month. He noted they forgot to bring forward a proclamation for Public Health Week and wanted to take the time to recognize everything staff, including Environmental Health is tasked with. Dr. Sergienko noted Mountain County EMS is responsible for the contract with Mercy Ambulance and the County gives guidance at the county level. He noted they met with Mountain County and Board representatives; Mercy was able to get a 90-day

extension to engage in negotiations. He noted they may request a subsidy. Dr. Sergienko also noted HHSA will be bringing an Ordinance Amendment specific to the County Ordinance for Ambulances to allow for Basic Life Support (BLS) and Advance Life Support (ALS).

Jeremy Briese/Sheriff noted Mariposa Safe Families will be assisting in Operation Easter and will be divided between both sides of the County. He thanked the deputies who are involved in delivering these meals. He thanked the OES unit which is a two-person show. He noted government in the words of Chair Menetrey "Government moves at a glacier's pace". Sheriff Briese updated the Board on the damage submissions for the recent storms and noted they are working with the USDA and FEMA as there could be qualifying grants and loans.

Wes Smith/OES noted the survey will be open until the FEMA resource centers are closed. He noted that if anyone has sustained any damage whether minor or major to fill out the survey.

Shannon Hansen/Public Works Director gave a road update, noting the county has not sustained any additional damage. She noted they are finalizing two more emergency contracts, noting it is a lengthy process. She noted for the listening public that if anyone is looking for summer employment, the lifeguard and day camp positions are open.

Steve Engfer/Planning Director gave an update on phase one and phase two of the restoration enhancements. Thanked the board for support on this project.

Jacob Hawley/Mariposa Visitors Center noted they are getting a lot of phone calls and noticing an increase in tourism. He noted her is working on a calendar with all events.

Mike Bruso/Bear Valley brought up the topic of the March of Folly once again, he noted we display the constitution in the Board chambers. He noted people don't read these documents. He brought up the battle of the American Revolution and noted more than 1200 British soldiers were killed. He began discussing the Constitution.

Jeremy Herber/General Manager for Recology noted it's been hard to get access to some customer areas' homes. He said they are monitoring the road issues; they have changed the pickup days and gave a quick update on the conditions.

10:08 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:13 AM.

Recess Board of Supervisors

10:14 PM Chair Menetrey Recessed the Board meeting and the Clerk of the Board read the government code announcement.

G. LOCAL TRANSPORTATION COMMISSION

10:14 PM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-8**

Appoint Jordan Van Delden as the Social Service Transportation Provider to the Social Services Transportation Advisory Council (SSTAC) for a Three (3) Year Term Ending April 4, 2026; and Reappoint Kelly Taute to the SSTAC for a Three Year Term Ending April 4, 2026

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

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

Adjourn LTC

10:17 PM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:17 PM Chair Menetrey Reconvened the Board meeting.

H. Regular Agenda Items

1. **Cooperative Extension RES-2023-185**

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Debra Wass as a Retired Annuitant Extra Help Office Technician at the Hourly Rate of $29.59

Fadzayi Mashuri/Farm Advisor gave the staff report.

Public comment was received from Jeanne Pine/Master Gardner's President who asked the Board to vote in the affirmative.

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

2. **Administration (ID # 13962)**

Discussion and Possible Direction on the National Center for Public Lands Counties; and a Requested Contribution of $24,689

Dallin Kimble/County Administrative Officer gave the staff report noting this was discussed at the previous meeting. He noted the question was regarding the proposed contributions. He noted it is equal to 1% of the allocated Local Assistance Tribal Consistency Funds (LATCF) He was unsure if we should be using the funds be used, but we contribute at least 1% from the general fund.

Public comment was received by Mike Bruso/Bear Valley who complimented the Board on the dialogue they engaged in at the last meeting on this topic. He noted he understood both points of view. He gave his concerns about the use of the money and

what will be achieved.

Board discussion ensued. Supervisor Smallcombe expressed that she feels the County should have a conversation with Treasury before we contribute to ensuring it is acting with integrity.

The direction was given to the County Administrative Officer with Supervisor Smallcombe disagreeing with the direction.

DIRECTION: Staff is to proceed with making the requested contribution of $24,689 coming from General Fund.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read the closed session item, no public comment received and Chair Menetrey recessed the Board into Closed Session at **10:53 AM.**

1. **County Counsel (ID # 13846)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public comment.

RESULT: CLOSED SESSION HELD

Reconvene and Report Out

11:02 PM Chair Menetrey reconvened the board meeting and reported that information was received and direction was given during closed session.

J. Adjournment

11:03 PM Chair Menetrey adjourned the meeting in memory of L. Pierce Loberg.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

May 2, 2023

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Steve Ward/Division Chief/Cal Fire Mariposa Fire introduced Captain Mike Wise and noted Captain Wise's impressive experience. Captain Wise noted he is excited to be here and work for the County.

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

Chair Menetrey made note that CA.6 has been withdrawn and rescheduled to May 9th and will be placed on Regular.

Public comment was received from Jonathan Noel/Resident who asked about the amount of time associated CA. 16 and CA.17.

Dr. Kristina Keheley/Health Services Agency comment on CA. 23. She wanted to recognize the Public Health Nurses. She noted they staff red cross and the kindergarten round-up. She noted they took over health services at the Jail. She listed the names of the Public Health Nurses.

Sheila Baker/Deputy Director of Behavioral Health and Local Mental Health Director wanted to acknowledge CA. 18 which is Mental Health Awareness Month. She also noted it is Children's mental health awareness week. She gave notes on statistics on mental health. She noted there remains a negative stigma. She noted for the

listening public that “if you or someone you know, you’re not alone. Reach out to Behavioral Health at 209-966-2000 or 1-800-549-6741 for support. If you believe you are experiencing a crisis. You can reach out to 209-966-7000 or call and text 988 which is the suicide and crisis lifeline.”

Joe Lynch/Health and Human Services Director noted with CA. 18, that the stigma piece is real. He gave his own mental health struggle, noting its spring, and for him, his father passed away 13 years ago, and he still struggles with it. He also addressed Older Americans Month and noted as he becomes an older American, he realizes it is the older Americans that have built this country. He also noted for Nurses Month, nurses are amazing, they are the first person who sees you come in and out of this world, and that they are the heart of the healthcare system. He noted his appreciation for the Board recognizing CA. 18, CA.21, and CA. 23.

Lisa Parker/Executive Director of Native Solutions wanted to recognize Supervised Visitation Month, CA.19. She noted Native Solutions has a contract with Health and Human Services and they unify families. She noted individuals come in to help facilitate visitations and custodial processes while not involving the children to keep them safe and secure. She noted they provided shelter during the fires and floods and have now expanded their services to Madera County. She noted she also has a State Licensed DUI program and has launched a sober living facility. She introduced members of her Board who were in the audience and noted she is happy to be here to see the approval of Supervised Visitation Month.

Mike Bruso/Bear Valley comment on CA. 1 through CA.5 noting there isn’t a meeting that goes by where the emergencies are not on the agenda. He went on to discuss why he felt it was a problem and concern that the Government can choose to declare emergencies. He brought up COVID noting an emergency was called and freedoms were taken away from people. He noted even if the County received money for the emergencies, it does not come without strings, which creates a culture of consequences and abuse.

Margarita King/Public Health Nurse Manager thanked the Board for recognizing Nurses, noting this is her opportunity to also thank them. She noted the work they do impacts the residents for a lifetime.

Supervisor Smallcombe asked for CA.7 and asked Leigh Westerlund/Assistant County Administrative Officer to go over the ERP. She noted CA.9 is a renewal and this system has been more efficient.

Chair Menetrey spoke on CA.13, he thanked the committees for the number of minutes submitted. He also thanked nurses for what they do and the mindset of nurses. He also answered Noel’s comment noting the contracts run from 2/1/23 - 1/21/24, and each lease is $825 a month.

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

CA1. **Health and Human Services RES-2023-217**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-218**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-219**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-220**

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

CA5. **Sheriff's Office RES-2023-221**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

6. Item Withdrawn and Rescheduled

7. Item removed for discussion

CA8. **Administration RES-2023-222**

Approve Budget Action Eliminating the Transfer Out of the LAFCo Budget and Instead Decrease General Fund Contingency to Balance the General Fund ($17,000)

CA9. **Administration RES-2023-223**

Approve Agreement with Oracle License Reseller, DLT in the Amount of $350,279.46, with the Option to Renew for One Additional Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Administration/Human Resources RES-2023-224**

Approve the Overfill of the Senior Administrative Analyst Allocation Position in Human Resources with Either a Senior Administrative Analyst or an Administrative Analyst I/II Classification, Effective Immediately

CA11. **Board of Supervisors 2023-50**

Proclaim the Month of May 2023 as "Supervised Visitation Awareness Month" (Board Chair)

CA12. **Clerk of the Board of Supervisors 2023-51**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2023

CA13. **Clerk of the Board of Supervisors (ID # 14058)**

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

CA14. **County Counsel RES-2023-225**

Approve Closure of Specific County Buildings During the 4-Hour Site Specific Active Threat Training Sessions

CA15. **Fire RES-2023-226**

Approve the Request to Apply for the Volunteer Fire Capacity Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for the Purchase of Hand Held Communication Equipment (Radios)

CA16. **Health and Human Services RES-2023-227**

Approve a Lease Agreement with Kevin Larsen for 4952 12Th Street Unit D, for Transitional Housing in the Amount Not to Exceed $9,900; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services RES-2023-228**

Approve a Lease Agreement with Kevin Larsen for 4952 12Th Street Unit C, for Transitional Housing in the Amount Not to Exceed $9,900; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **HHS/Behavioral Health & Recovery Services 2023-52**

Proclaim the Month of May 2023 as "Mental Health Awareness Month"

CA19. **HHS/Behavioral Health & Recovery Services RES-2023-229**

Approve Agreement with TRADE Sober Living to Provide Residential Recovery Services in an Amount Not to Exceed $135,000; and Authorize the Board of Supervisors to Sign Chair the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-230**

Approve First Amendment to the Agreement with Sierra Quest Human Services Foundation Increasing the Amount by $30,000 to a New Amount Not to Exceed $330,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. **HHS/Community Services 2023-53**

Proclaim the Month of May, 2023 as "Older Americans Month" and Recognize the Significance of This Year's Theme, "Aging Unbound"

CA22. **HHS/Fiscal RES-2023-231**

Approve Budget Action Recognizing Unanticipated Revenue Increasing Appropriations in the Health and Human Services Agency (HHSA) Budget to Account for Additional Revenue to be Received from the California Department of Community Services and Development (CSD) 23B-5021 Agreement and Increase Appropriations Accordingly ($254,601) 4/5ths Vote Required

CA23. **HHS/Public Health 2023-54**

Proclaim the Month of May 2023 as "Nurses Month" and the Week of May 6-12, 2023 as "Nurses Week"

CA24. **Planning RES-2023-232**

Appoint Richard Westfall to the Catheys Valley Community Planning Advisory Committee for a Term to Expire February 28, 2025 (Supervisor Toso)

CA25. **Planning 2023-55**

Recognize the Service of Dave Lawson, Don Fox and Doreen Schmidt to the Housing Programs Advisory Committee and Re-Appoint Karen Smith to the Housing Programs Advisory Committee for a Term to Expire May 2, 2026

CA26. **Public Works RES-2023-233**

Approve the List of Emergency Repair Agreements for the February-March 2023 Storm Event for an Amount Not to Exceed $2.6 Million; Authorize the Board of Supervisors Chair to Sign the Agreements (Subject to Approval as to Legal Form by County Counsel); and Find the Projects Meet All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA27. **Sheriff's Office RES-2023-234**

Approve the California Office of Emergency Services Form 130 - Applicants Agent Resolution for Non-State Agencies; and Authorize the Required Signatures on the Form 130

CA28. **Treasurer-Tax Collector-County Clerk RES-2023-235**

Adopt a Resolution Authorizing and Approving the Use of Easy Smart Pay, a Third-Party Service Providing Taxpayers with the Option to Pay Secured Property Taxes in Monthly Installments

E. Items removed from Consent Agenda

1. **Administration (ID # 13994)**

Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/6/2023 9:00 AM

2. **Administration RES-2023-236**

Approve a Budget Action Reducing General Fund Contingency for the Requested Contribution to the National Center for Public Lands Counties ($24,689) 4/5ths Vote Required

Chair Smallcombe read the item once again and expressed her concerns on this item in terms of the manner in which this will roll out as well as the concerns about the treasury funds. No public comment

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Shannon Poe, District II Supervisor
AYES:	Danette Toso, Shannon Poe, Wayne Forsythe, Miles Menetrey
NAYS:	Rosemarie Smallcombe

F. Departmental Presentation

Keri Kisela/Mariposa Chamber of Commerce updated the Board with a few events. She noted there is a business and community expo being held at the

Fairgrounds on Saturday, June 3rd from 9:00 AM to 3:00 PM.

Shannon Hansen/Public Works and Transportation Director noted in Yosemite West, on April 18th, over 200 ft of water main was destroyed due to saturation. She noted it was a challenging repair, but after 7 days we did regain function. She noted there is a boil notice in effect. She also announced in North County, there will be a free event on May 12th and 13th as well as May 20th also at the North County transfer stations. She provided handouts for the event.

Jeremy Briese/Mariposa County Sheriff wanted to touch on the question from Mike on the emergencies. He wants to remind the listening public, even those the fire, smoke, or snow may not be seen but the recovery process is still in place and it takes to recover. Sheriff Briese noted they are not for fun, this is to ensure our citizens are taken care of as OES is still working the storms, and the two DRC (disaster recovery centers) are still open. He also announced the Sheriff's office has continued to look for good candidates, especially a North County Resident Deputy, and there are currently 4 new recruits in the academy. He also announced his team is gearing up for Marijuana season and announced a presentation will be given in June.

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted for the listening public that as of May 1st, 2023, burn permits were required under the Public Resource Code. He noted individuals could obtain burn permits by visiting www.burnpermit.fire.ca.gov <http://www.burnpermit.fire.ca.gov> or by visiting a station. He also noted the burn information line is 209-966-1200. He gave a shout-out to Ruby Pearson, this year's Butterfly Parade Grand Marshall, noting she is a volunteer firefighter.

Danielle Bondshu/Clerk of the Board gave an update on the website redesign.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Sheriff's Office RES-2023-237**

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2023

Chair Menetrey opened the public hearing. Sheriff Briese introduced this item in compliance of AB481. No public comment.

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

2. Item H.2 was moved to the afternoon where it was announced it was withdrawn and rescheduled

3. **Board of Supervisors (ID # 14052)**

Receive the 2022 California State Association of Counties Challenge Award (CSAC Staff)

Chair Menetrey introduced the item. Farrah McTing/California Association of

Counties (CSAC) and Catherine Freeman/CSAC who noted they are excited to be here to present the Challenge Award for the Creekside Terrace Project and enjoy rural areas.

Public comment was received by Bridget Fithian/Sierra Foothill Conservancy who thanked the Board for the opportunity and noted they are a land trust, and it is unusual for them to be in housing, but this project is innovative and meets needs.

Ben Goger/Housing Development Specialist noted this was a project he was directly involved in and they are honored to receive the award as well as seeing the project come to fruition. He thanked several individuals who also had a big part in making this project happen.

Dallin Kimble noted it is entirely appropriate to acknowledge partners, but noted we really needed to acknowledge Ben Goger as he brought partners together and worked through a lot of obstacles. Mr. Kimble also noted this is the first multi-family housing unit to be built in Mariposa County in the last 24 years.

Supervisor Smallcombe thanked CSAC for recognizing how momentous this has been and Chair Menetrey noted this is an example of just what we can do.

The Board moved to the floor where Ms. McTing and Ms. Freeman presented the Challenge Award.

RESULT: INFORMATION RECEIVED

4. **Board of Supervisors (ID # 14047)**

Receive a Presentation from the Mariposa County Resource Conservation District (MCRCD) Regarding Programs and Projects (Melinda Barrett, Program Manager)

Melinda Barrett/Mariposa County Resource Conservation District (MCRCD) introduced herself and some of the RCD Board who were present in the room and gave a PowerPoint Presentation.

Public comment from Jonathan Noel who asked about clover? Will that help with home hardening?

John Carrier/Director of RCD noted their team is a force multiplier within the community. He noted as a former County Supervisor, he noted how frustrating things can be with the government. He thanked his team and the County for their support.

Chief Ward wanted to show support for Ms. Barrett and the RCD staff, noting they do remarkable work within the RCD such as strategic coordination on projects and pursuit of funding sources. Upon request of Supervisor Smallcombe, Chief Ward also noted the Water Tank projects, one of which was a critical part of the response to the Oak Fire.

Mike Brus noted based on the comments, rules regulations, and government bureaucracy gets in the way and noted he would advocate that people in government advocate how to get rid of the problem.

Thanks were given by Supervisors Forsythe and Smallcombe.

RESULT: INFORMATION RECEIVED

5. **HHS/Public Health 2023-ORD-1185**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 8.52, Ambulance Service"

Dr. Erik Sergienko/County Health Officer introduced the item. He noted as the

county, we set policy for ambulance service. He noted this change would allow Basic Life Support (BLS) staff to respond.

Public comment was received by Dr. Greg Can/Director of Mountain Counties Emergency Medical Services (MCEMS) who noted their experience and were in favor of the ordinance change. Chief Ward echoed the thoughts of the previous speaker and was also in favor of the ordinance change. Jesse Figueroa/Mercy Medical noted they are also in favor of this change as well but noted, it has been hard to get staff.

Board discussion ensued.

INTRODUCED WITH AMENDMENTS: 8.52.020 Definitions, Subsection P "standby" states it means the same as "backup". "Back up" was requested to be stricken. Per County Counsel, the item was introduced with "backup" not stricken and kept. It was originally Subsection D. It will become Subsection F and the subsections below will be renamed accordingly.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 5/16/2023 9:00 AM**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

6. **Public Works RES-2023-238**

Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $23,400 for a Term of June 12, 2023 to August 11, 2023 for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU

Shannon Hansen introduced the item. No public comment.

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

Items H.7, 8, and 9 were moved to be taken up after K.1

I. Board Recognitions

1. **HHS/Behavioral Health & Recovery Services 2023-56**

Proclaim May 10, 2023 as Fentanyl Awareness Day

Chair Menetrey noted items H. 7, 8, 9 would be moved to the afternoon due to time constraints.

Todd Davidson/Health and Human Services introduced the item and noted statistics of Fentanyl overdoses. Dennis Cole/Behavioral Health noted how individuals can see signs of overdose and what they can do.

Public comment was received from Jonathan Noel who asked what he should he do if he came across an individual overdosing and the ambulance was 30 minutes out. Mike Bruso told a story of him being in the Emergency Room and using Fentanyl for

pain management. He noted sometimes the positives get lost in the negative of substance abuse issues.

Sheila Baker/Behavioral Health addressed Jonathan's question, noting to call 911 and take direction from dispatch. She also noted the Fentanyl individuals overdose on is usually synthetic and not the medical grade used in hospitals

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

J. 11:45 AM Recessed for Lunch

Chair Menetrey recessed the meeting and announced the Board would be headed to the Senior Center to serve lunch.

K. 2:00 PM Reconvene

Chair Menetrey noted H.2 (now K.2) was withdrawn and will be brought back, item K.2 (now K.6) the budget requests has been withdrawn and will be brought back next week. Items H. 7, 8 and 9 (now K. 3, 4 and 5) will be taken up after K.1.

1. **Administration (ID # 13970)**

PUBLIC HEARING: Adopt a Resolution Approving a Fire Safety Inspection Fee Schedule Effective July 1, 2023; Which Includes an Annual Adjustment Formula Based on Consumer Price Index

Chair Menetrey read the item and opened the public hearing.

Chief Ward introduced the item noting it is to adopt a fire safety inspection fee. Mariposa currently has no fee schedule for fire review. Nicole Kissam/NBS introduced herself and gave a PowerPoint Presentation.

Public Comments received by Ken Melton/resident, Mike Bruso, and Karen Glendenning/Fish Camp Resident each gave their concerns and noted their disapproval of the fees. Ben Goger/Housing Specialist asked if the fees could be waived for certain circumstances.

Patience Good/County Fire Inspector came up in response to some of the Board discussions and noted all the things she has to inspect to sign off permits.

Board discussion ensued.

Chair Menetrey re-opened for public comment. Ken Melton again noted he believed we need to charge appropriate fees, not the ones presented today.

DIRECTION: Compare Alpine, Trinity, and Del Norte fire inspection fees and bring it back to the Board at a later date.

RESULT: **DIRECTION GIVEN**

2. **Board of Supervisors (ID # 14039)**

Receive Information from Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency Regarding Economic Injury Disaster

Loans for the Recent Severe Winter Storms (Javier Caltenco, Public Affairs Specialist)

Chair Menetrey announced the item would come back in the afternoon. After 2:00 PM, Chair Menetrey announced the item would be withdrawn and rescheduled for May 16th.

RESULT: WITHDRAWN AND RESCHEDULED Next: 5/16/2023 9:00 AM

3. **Administration (ID # 14001)**

Discussion and Direction on Local Housing Trust Funds

Ben Goger introduced the item and gave a PowerPoint presentation. Public comment was received by Jim Evans/Community Member who noted he has been advocating for a housing trust fund for some time. He encouraged the Board to submit the application.

Board discussion ensued. A lot of discussions were had regarding the match options and requirements if awarded.

DIRECTION: Staff is to bring this funding topic back next year for more discussion with information on winners from this year.

RESULT: DIRECTION GIVEN

4. **Administration RES-2023-239**

Adopt a Resolution of Intention to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District by Lot Line Adjustment; and Authorize the Clerk of the Board to Publish Notice of Intention to Purchase Real Property, Setting June 6, 2023 as the Date for the Board to Consider the Purchase -Sale Agreement

Dallin Kimble gave the staff report noting the purchase will expand the spray field and establish a well. No public comment. Board discussion ensued.

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

5. **Clerk of the Board of Supervisors (ID # 14054)**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637 (Second Opportunity)

Danielle Bondshu gave the staff report. Public comment received by Steve Engfer who agreed with Supervisor Smallcombe, discussion needed to be had about committees remaining stagnant.

RESULT: INFORMATION RECEIVED

6. **Administration (ID # 14040)**

Receive Fiscal Year 2023-24 Budget Requests from Agricultural Commissioner, Assessor, Auditor, Building, Clerk of the Board, UC Cooperative Extension, County Counsel, District Attorney, Fire, Library, Planning, and Treasurer

Withdrawn and will be taken up with changes on May 9th, 2023.

RESULT: WITHDRAWN

L. Board Information

Information received.

M. Adjournment

4:54 PM Chair Menetrey adjourned in memory of Duane 'Bo' Beaudoin, Wayne Lombard, Mary Mueller, Janet Wass, Shirley Schnelzer, Mitzi Jean Kelly, and Edward Everett Davis.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

May 9, 2023

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A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Menetrey led the Pledge.

C. Introductions

Joe Lynch/Health and Human Services Agency Director introduced Sydney Forga as Division Director of Health Services and noted she is a licensed clinical social worker. Ms. Forga thanked the Board, noting she is excited to be back home.

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

Public comment was received by Mike Bruso/Bear Valley he commented on the emergency items being on the again once again, even though the county was no longer in an emergency.

Shauna/Child Support Services wanted to speak on CA. 10 which was the proclamation for “Childcare Provider Day”. She gave statistics and spoke on how resilient these individuals are.

Joe Lynch/Health and Human Services Director also wanted to talk about CA.10, he noted the immensity of the day as childcare providers are the first glimpse of socialization and education before kids go to school. He also noted his youngest is in daycare and what the provider does is irreplaceable.

Jeremy Briese/Sheriff addressed the listening public regarding emergency proclamations. He noted they are procedural ways for victims of disasters, the actual

sting may seem to be gone, but the recovery is part of the emergency.

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

CA1. **Health and Human Services** **RES-2023-240**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-241**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2023-242**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office** **RES-2023-243**

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

CA5. **Sheriff's Office** **RES-2023-244**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration** **RES-2023-245**

Approve Budget Action Decreasing the General Fund Contingency and Increasing Grand Jury Budget to Balance the Fund ($8,000) 4/5ths Vote Required

CA7. **Administration** **RES-2023-246**

Approve the Response of the Board of Supervisors to the 2022-2023 Mariposa County Grand Jury Continuity Report; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the Clerk of the Board to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court

CA8. **Administration** **RES-2023-247**

Approve a Letter Acknowledging Southern Sierra Miwuk Nation and County Partnerships, and Authorize the Board Chair to Sign the Letter

CA9. **Fire** **RES-2023-248**

Approve Budget Action Transferring Funds Within the County Fire Department Budget to Cover the Approved Wildfire Mitigation Coordinator Position, If Filled During the Remainder of the 22/23 Fiscal Year ($8,250)

CA10. **Health and Human Services** **2023-57**

Proclaim May 12, 2023 as "Child Care Provider Appreciation Day"

CA11. **Health and Human Services** **RES-2023-249**

Approve Revised Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification

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CA12. **HHS/Community Services 2023-58**

Appoint Mark Pina and Darlene Miles to the Mariposa County In-Home Supportive Services Advisory Committee with Terms Expiring on May 9, 2027

CA13. **Planning 2023-59**

Appoint Bill King to the Merced River Trail Community Working Group (CWG) with a Term to Expire February 28, 2026

CA14. **Planning 2023-60**

Recognize the Service of Nina Coleman, Rick Cordero, and Stephen Huff to the Coulterville Planning Advisory Committee (Supervisor Poe)

CA15. **Planning 2023-61**

Re-Appoint Dana Brown to the Greeley Hill Planning Advisory Committee with a Term to Expire February 28, 2025 (Supervisor Poe)

CA16. **Probation RES-2023-250**

Authorize the Chief Probation Officer to Submit a Mobile Probation Services Grant Application; Authorize the Board of Supervisor Chair to Sign the Grant Agreement for $131,888 and Any Supporting Documents Necessary to Secure This Grant Award (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue in the Probation Budget ($131,888) 4/5ths Vote Required

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer/Local Recovery Coordinator noted the teams from CDC and CDPH will be doing a CASPER for post-disaster. He noted it will allow the County to assess the impact of the emergency. He announced the 7th through the 10th of June, the teams will be in the field. In addition, he added they are still working with the survivors of the Oak Fire on housing. Dr. Sergienko switched gears and noted he will be bringing a discussion item regarding a possible subsidy for the Ambulance Company, Mercy. In response to a question from Supervisor Smallcombe, Dr. Sergienko noted when the CASPER report is concluded, they will bring a presentation to the Board.

Dr. Kristina Keheley/Division Director of Health Services noted we are looking for volunteers to participate in the CASPER project.

Kerri Kisela/Mariposa Chamber of Commerce noted May 26th at 11 AM there will be a ribbon cutting for the California Commissary. She updated the Board on the Business Expo, noting there are 12 spaces left. In response to a question from Supervisor Poe, she noted the cost of a space for the Expo was $40 for Chamber members and %75 for non-Chamber members.

Tony McDaniel/Yosemite Mariposa Tourism Bureau noted they are in the midst of tourism week. He handed the Clerk a press release and noted tourism jobs make up 50% of the county workforce. He noted Mariposa was up by 1300 jobs last year which

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was twice the state average also noting 26.3% of all sales were generated by tourism in 2022. He noted we are still not up to where we were pre-pandemic.

Steve Engfer/Planning Director gave an update on the Tyler Tech project. He noted they are looking at the dashboard. It's in the assess and define stage. With the support of other departments will be coming to the Board with a presentation.

Elizabeth Darcy/Public Information Officer gave an update on FEMA. She noted they announced a deadline of Monday, June 5th which will be the last day to apply for assistance. She noted if individuals receive a denial to follow up with FEMA as it could have been for something that could be corrected and resubmitted. Ms. Darcy noted she had the opportunity to speak at a conference for California Local Agency Formation Commission (Cal LAFCo) as Mariposa was identified as having a great social media team. In response to a question from Supervisor Smallcombe, Ms. Darcy noted she was unaware of any issues with Employment Development Department (EDD) for unemployment in regard to the storms.

G. Public Comment on Non-Agenda Items

Carol Suggs/Mariposa Friends of the Fair (FOF) and Morgan Williams/Mariposa Friends of the Fair noted they want to give an update on the things the FOF has done for the fairgrounds. They also announced a new event taking place on June 24th, it will be a kick-off event for the fair, and there will be food, fun, music, and games.

Jacob Hawley/Resident thanked everyone who volunteered for the butterfly festival.

Recess Board of Supervisors

9:39 AM Chair Menetrey recessed the Board meeting while the Clerk of the Board read the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:30 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-10**

Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for Fiscal Year 2023-24; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification

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Jeannie Morvay-Clayton/Transportation Planning gave the staff report. She noted she received a comment via email from Karen Glendenning No public comment received in Chambers.

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

Adjourn LTC

9:43 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:43 AM Chair Menetrey reconvened the Board meeting.

I. Regular Agenda Items

1. **Board of Supervisors (ID # 14095)**

Receive a Presentation on the California Road Charge from the California Department of Transportation (Lauren Prehoda)

Lauren Prehoda/Cal Trans discussed an issue coming down from the state and gave a PowerPoint presentation. In response to Chair Menetrey, Ms. Prehoda noted this would have to go to the legislature and pass with a 2/3rds vote.

Public comment was received by Jonathan Noel, and Mike Bruso, both discussing the ways this will affect individuals as well as how it is government overreach.

Board discussion ensued, Ms. Prehoda noted they are all valid points, and they are tracking the issues for a wide range of options. Thanks were given by Board members, but it was reiterated that some Board members felt this program was unfair to rural citizens.

RESULT: INFORMATION RECEIVED

2. **Board of Supervisors (ID # 13988)**

Receive a Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council, to Provide an Update on the Arts Council's Established and New Programs

Cara Goger/Arts Council Executive Director gave a PowerPoint presentation. Chair noted rural county advocacy cannot be overstated.

Public Comment was received by Jessica Thompson/Sierra Foothill Conservancy and Elizabeth Darcy/Resident who both wanted to voice their support and thanks to Ms. Goger and the Arts Council.

Kudos and thanks were received by Supervisors Poe, Smallcombe, and Forsythe.

DRAFT

RESULT: **INFORMATION RECEIVED**

Recess

11:04 AM Chair Menetrey recessed for a brief break and reconvened at 11:19 AM.

3. **Board of Supervisors (ID # 14072)**

Receive a Presentation from Representatives of the Northern Mariposa County History Center (Board Chair)

Willow Paulson/President Northern County History Museum gave a PowerPoint presentation and provided a handout to the Clerk of the Board.

Public comment was received by Mike Bruso who noted he had the chance to visit the Jeffrey Hotel and noted there is one in Salinas that looks serious.

Board discussion ensued and kudos were given.

RESULT: **INFORMATION RECEIVED**

4. **County Counsel RES-2023-251**

Rescind Resolution 2021-77 and 2021-589; Adopt Revised COVID-19 Prevention Program (CPP) as a Stand-Alone Policy and Add to the Safety and Loss Prevention Manual

Chair Menetrey pulled I.5 to I.4

Steve Dahlem/County Counsel gave the staff report. Public comment was received by Mike Bruso who discussed not trusting the Government and the issues surrounding COVID-19. Board discussion ensued.

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

5. **Board of Supervisors (ID # 14070)**

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director)

Chair Menetrey announced the item was withdrawn and recessed the Board at 11:42 PM for lunch.

RESULT: **WITHDRAWN**

J. 2:00 PM Reconvene

Chairman Menetrey reconvened at 2:00 PM and noted for the listening public that the Board is on the floor participating in the study session.

1. **Administration (ID # 14041)**

DRAFT

Receive Fiscal Year 2023-24 Budget Requests from All County Departments

Danielle Bondshu/Clerk of the Board stepped away from clerking at 2:00 PM to join the Board of Supervisors and County Department Heads in a round table discussion to give a presentation on the Requested Fiscal Year 2023-24 Budget Study Requests.

Katherine Slenders/Deputy Clerk of Board II took over clerking. Dallin Kimble/County Administrative Officer (CAO) introduced Leigh Westerlund/Assistant CAO, to give an overview and began the budget study session.

Presentations on requested budgets were received by Ms. Westerlund, Joe Lynch/HHSA Director, Jeremy Briese/Sheriff, Shannon Hanson/ Public Works Director, Walter Wall/District Attorney, Steve Ward/CalFire/Mariposa Fire Division Chief, Nicole Cortez and Jeffery Witthun/Child Support Services, Monica Nielson/Agricultural Commissioner, Steve Engfer/Planning Director, Debbie Willis/Building Director, Vince Kehoe/Assessor/Recorder, Courtney Morrow/Treasurer/Tax Collector/County Clerk, Danielle Bondshu/Clerk of the Board presented the Board of Supervisors budget, Steve Dahlem/County Counsel, and Dallin Kimble (CAO).

Information was received by the Board. No public comment.

Katherine stepped away from clerking for a moment at 4:18 PM and returned at 4:20 PM. Ms. Westerlund advised Department Heads will come before the Board on June 13th, 2023, and the final budget will come to the Board for possible adoption on Jun 20th, 2023.

RESULT: PRESENTATION MADE

K. Board Information

None.

L. Adjournment

4:32 PM Chair Menetrey adjured the Meeting in Memory of Jim Johnson, Vi Holtz, Linda Varain, Lana Machado, and Amaya Chenot.

Respectfully submitted,

DRAFT

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 16, 2023

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

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

B. Pledge of Allegiance

Vice-Chair Forsythe led the pledge.

C. Introductions

Mikey Goralnik/Senior Community Design and Development Planner introduced Matthew Arnolds of SERA architects.

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

During public comment Tara Schiff/Economic Development Specialist commented on CA8 recommending the community shop small businesses. Kari Kinsela/Chamber of Commerce Executive Director noted on item CA8 that we all thrive on our small businesses and advised of several ribbon cutting ceremonies coming up for new businesses in town. Dr. Eric Sergienko/Health Officer expressed thanks to Public Works on CA31. Mike Bruso spoke about CA3, CA4, and CA5 regarding grant guidelines and possible long-term implications of so many grants throughout the US. Steve Engfer/Planning Director expressed thanks to Ed Walls on CA25. Janetta Phillips requested CA10 be pulled for discussion. Jeremy Briese/Sheriff addressed CA3, CA4 and CA5, noting that the continued local emergencies are due to natural disasters in our county, it takes time and hard work to rebuild, and this is a mechanism to obtain funding resources for departments that have been impacted. Margarita King spoke on CA11 noting that Trails Day is

DRAFT

celebrated on the first Saturday of June each year and the purpose is to celebrate our outdoors. Ms. King then thanked all Mariposa communities involved with this event. Hannah Harrison/Planning spoke on CA11 advising that Trails Day is offering a 5K along Mariposa Creek Parkway at 10:00 AM on June 3rd. Supervisor Smallcombe requested CA10 be pulled for discussion and clarification on CA20 and CA21. Joe Lynch/Health and Human Services Agency Director clarified CA20 and CA21 advising that a pooled contract is allowing them to set aside funds that will be drawn from only if necessary for use of a mental health hospital instead of having a contract with every hospital they may possibly need. Leigh Westerlund/Assistant CAO responded to questions on CA27 advising the funding will be coming from the remaining Merced Irrigation District (MID) settlement funds, and on CA28 funding is a 2.2-million-dollar grant that Public Works received. Supervisor Poe urged the County to grade the road to the water tanks in Coulterville prior to moving forward with CA28.

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

CA1. **Health and Human Services RES-2023-252**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-253**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-254**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-255**

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

CA5. **Sheriff's Office RES-2023-256**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration RES-2023-257**

Decrease the Number of System Support Analyst Allocations in the Health and Human Services Agency by Three Positions; and Increase the Number of System Support Analyst Allocations in Administration (Technical Services) by Three Positions Effective June 1, 2023

CA7. **Administration RES-2023-258**

Approve an Amendment to the Southern Sierra Miwuk Subrecipient Agreement for Strategic Planning; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Administration/Community Development 2023-62**

Proclaim the Month of May 2023 as Small Business Month

CA9. **Auditor RES-2023-259**

DRAFT

Rescind Resolution 22-528; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective November 8, 2022

CA10. **Board of Supervisors 2023-63**

Proclaim June 3, 2023, as "Trails Day" (Chair Menetrey)

11. Removed for Discussion

CA12. **Clerk of the Board of Supervisors 2023-64**

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 April of 2023

CA13. **Clerk of the Board of Supervisors 2023-65**

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 April of 2023

CA14. **District Attorney/Victim Witness RES-2023-261**

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program, Space to Conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **District Attorney/Victim Witness RES-2023-262**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2023-2024 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **District Attorney/Victim Witness RES-2023-263**

Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $268,016 for Fiscal Year 23/24; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

CA17. **Health and Human Services RES-2023-264**

Effective Immediately, Approve Changes to the Registered Environmental Health Specialist Job Description by Converting it to a Flexible Classification of Environmental Health Specialist I/II; Assign the Current Incumbent to the Environmental Health Specialist II Position; Set the Environmental Health Specialist I Annual Salary at $63,457.89 - $77,135.14; Environmental Health Specialist II Annual Salary at $70,508.88 - $85,705.78; and Approve the New Job Description for the Environmental Health Specialist I/II; the Vacant Registered Environmental Health Specialist Position Will be Converted to an Environmental Health Aide Position; Set the Environmental Health Aide Annual Salary at $40,428.44 - $49,143.78; and Approve the Amendments to the Environmental Health Aide Job Description

CA18. **Health and Human Services RES-2023-265**

DRAFT

Approve Amendments to the Senior Supervising Environmental Health Specialist Job Description

CA19. **Health and Human Services RES-2023-266**

Approve an Agreement with Berliner-Cohen Attorneys at Law, to Represent Mariposa County Health and Human Services Agency (HHSA) in Juvenile Dependency and Public Guardian/Conservatorship Cases and Any Other Matter County Counsel Deems Appropriate in an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-267**

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 as Well as and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA21. **HHS/Behavioral Health & Recovery Services RES-2023-268**

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for the Term of July 1, 2023 through June 30, 2024 as Well as and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA22. **HHS/Public Health RES-2023-269**

Approve a Reimbursable Agreement with U.S. Department of the Interior, National Park Service Yosemite National Park to Provide Emergency Medical Services for an Amount Not to Exceed $105,000; and Authorize Board of Supervisors Chair to Sign the Agreement

CA23. **Library RES-2023-270**

Accept Donations from Wawona Friends of the Library for Operating Expenses

CA24. **Library RES-2023-271**

Approve Operating Hours for the Mariposa County Library Branches

CA25. **Planning 2023-66**

Recognize the Service of Edward Walls as Planning Commissioner for District I

CA26. **Probation RES-2023-272**

Approve an Agreement with Alliance for Community Transformations, Ethos Youth Center, for Youth Thrive Mariposa, a Strategy to Support the Development and Well-Being of Youth Involved in the Dependency or Delinquency Systems and Youth at Risk for Homelessness in an Amount of ($100,000); and Authorize the Board of Supervisor's Chair to Sign the Agreement

CA27. **Public Works RES-2023-273**

DRAFT

Approve Task Order No. 2 with Black Water Consulting Engineers for a MID Feasibility Study in the Amount Not to Exceed $82,166; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA28. **Public Works** **CSA1M-2023-4**

Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Drought Relief Project Design Services in the Amount Not to Exceed $263,397; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA29. **Public Works** **RES-2023-274**

Approve Budget Action Transferring Public Works General Funds into Fleet Maintenance - Fund 7700 ($180,000) 4/5ths Vote Required

CA30. **Public Works** **RES-2023-275**

Authorize an Increase from 999 to 1,3000 Extra Help Hours for Two Maintenance Worker I/II Staff in the Solid Waste Division of the Public Works Department

CA31. **Public Works** **2023-67**

Proclaim the Week of May 21-27, 2023, as "Public Works Week"

CA32. **Sheriff's Office** **RES-2023-276**

Approve a Participation Agreement with the California Department of Health Care Services (DHCS) for Mariposa County to Participate in the Medi-Cal County Inmate Program (MCIP); Approve the Medi-Cal County Inmate Program Agreement for Administrative Services; and Authorize the Board of Supervisors Chair to Sign Both Agreements

CA33. **Sheriff's Office** **RES-2023-277**

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA34. **Treasurer-Tax Collector-County Clerk** **RES-2023-278**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 11, 2023

E. Items removed from Consent Agenda

Board of Supervisors **RES-2023-260**

Adopt a Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the Program and Execute Grant Contracts, If Awarded

Cara Goger/Arts Council Executive Director advised that this designation is what makes the connection to Mariposa County and without it the Arts Council is not able to apply and receive grants. The grants allow for education in the schools and allow representation of Mariposa at the State level.

DRAFT

During public comment Janetta Phillips stated the Arts Council has provided some good projects, her concern is obtaining ample public input prior to the projects display in the County. Ms. Phillips noted that there was not one public meeting in Hornitos and would like to see this pulled to check on some legalities and get more local input. Steve Engfer noted that there is some confusion with conversations and projects going on and he will be reaching out to Ms. Phillips later today.

Supervisor Smallcombe advised that this item is to authorize the Arts Council to submit applications for grants, and if awarded they will come back to the Board for discussion and approval of the agreement. She noted there will be opportunity for public comment on the projects and recommended amending the item to add language "if awarded the grant agreement will come to the Board".

DIRECTION: Add language "if awarded, the grant agreement will come to the Board for approval"

RESULT: DIRECTION GIVEN

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

F. Departmental Presentation

Sheriff Jeremy Briese noted that we can't predict the future and budget for what ifs, we must do our best to prepare and sometimes it's a contradiction with the budget. Sheriff Briese then noted the Sheriff Office (SO) mission, advised that an additional deputy was necessary in Supervisor Poe's district and that was taken care of his second day as Sheriff and mentioned Facebook live that he provides once a month. Sheriff Briese then advised that the SO report writing, and data collection system is outdated and is inefficient so they will be budgeting for a new system, noted there are four candidates that will graduate the academy soon, but they still will not be fully staffed. He provided statistics for April calls for service and discussed the constraints of acquiring new deputies. Supervisor Poe noted that County Fire and the ambulance company are having the same issues as the Sheriff.

Lizz Darcy/Public Information Officer reminded everyone that FEMA is in Midpines at this time and will be closing on Saturday, May 20th, but applications can still be submitted for assistance through the website until June 5th.

Jacob Hawley/Visitors Center Operations Manager provided their summer hours of 8:00am to 7:00pm daily, advised that visitation is picking up and provided numbers for the year so far.

Steve Engfer informed the Board that the General Plan has a Housing Element and a Safety Element that crossover to work with the Sheriff Office and County Fire.

G. Public Comment on Non-Agenda Items

Jonathan Noel commented on a Caltrans presentation for road tests and feels it is bad for California and Mariposa; he would like to see the Board contact other counties and oppose this, then he talked about gas taxes.

DRAFT

Janetta Phillips representing Made in Mariposa, noted that they have moved into a storefront on main street next to Castro Winery and thanked the Chamber of Commerce for all they have done for them.

Mike Bruso noted that he speaks during public comment on non-agenda items to provide another point of view and then spoke of what the Declaration of Independence means to him.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 14039)**

Receive Information from Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency Regarding Economic Injury Disaster Loans for the Recent Severe Winter Storms (Javier Caltenco, Public Affairs Specialist)

Javier Caltenco/Public Affairs Specialist for Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency presented information regarding Economic Injury Disaster Loans for the recent severe winter storms and provided information on how to apply for loans noting that renters can also apply for up to $40,000.

RESULT: INFORMATION RECEIVED

2. **Board of Supervisors (ID # 14113)**

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director)

Jonathan Bock gave a presentation on Yosemite Renaissance, provided history of his career in the arts, spoke of what can be done in the world through art, how Sierra Arts Trails benefits our community and brings revenue into our community, and how art brings people in to enjoy Yosemite National Park and lets them know we have cultural experiences also. Mr. Bock provided information for future goals.

During public comment Cara Goger congratulated Jonathan on the work he does to blend Mariposa into what he does for Madera County.

RESULT: INFORMATION RECEIVED

3. **Fire RES-2023-279**

Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $101,000.00 After End of the 45 Day Comment Period on May 2, 2023

Fire Chief Steve Ward gave the staff report and noted a correction to project 4 advising this is for Fiscal Year 23/24 and not Fiscal Year 24/25. No public comment. Board discussion ensued.

DRAFT

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

4. **HHS/Behavioral Health & Recovery Services (ID # 14044)**

Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma

Katie Cotter/HHSA gave the staff report and a PowerPoint presentation. Lizz Darcy assisted with the presentation then noted she joined Minds Matter in 2020, and described how Minds Matter has helped her and what she is doing to cope with and thrive. Ms. Darcy advised that reducing stigma literally saves lives. Board discussion ensued.

RESULT: INFORMATION RECEIVED

5. **HHS/Public Health 2023-ORD-1185**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 8.52, Ambulance Service"

Dr. Eric Sergienko/Health Officer provided background on the item. No public comment. Board discussion ensued.

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

6. **Administration/Community Development (ID # 14103)**

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/6/2023 9:00 AM

Recess

11:01 AM Vice- Chair Forsythe recessed the Board for a brief break and reconvened at 11:06 AM.

Reconvene as Board of Supervisors

7. **Planning (ID # 14023)**

Receive a Second Presentation on the Status of the Mariposa Gateway Elements Project

Mikey Goralnik/Senior Community Design and Development Planner gave the staff report. Mr. Goralnik responded to questions of the Board advising that staff has time to pursue one project and Coulterville was selected, the engineers for the project are Provost and Prichard from Fresno and when the projects go out for bid hopefully there will be local interest. He also responded that local artists have the opportunity to

DRAFT

pursue the projects of what they feel best represents Mariposa County, $15,000 was spent on public outreach not $47,000, and explained the outreach process.

Board discussion ensued regarding town hall meetings, the process of public engagement, grant requirements, the selection of contractors, and clarification that this is not an Arts Council project.

During public comment Bob Barrett asked if local artists will be used, spoke of a six-foot statue of a dog in Hornitos noting the community of Hornitos was not asked if they wanted this there.

Bridgett Fithian/Sierra Conservancy, Alex Vance, Jacob Hawley/Visitors Center, Marilyn Saunders, Shona Medinas, resident - name unknown, and Adam Boons, spoke in favor of the project and suggested community efforts.

Charlie McCord spoke in favor of the project but would like to see more public input.

Karen Herman on behalf of herself and her husband would like to see more public input.

Janetta Phillips spoke in favor of the project and would like to see everyone included that represents Mariposa.

Clay River noted she came from Maine and has been in Mariposa for four years, discussed her tribe in Maine, noted the Board has the opportunity to leverage the Miwuk and requested the Board consider the impact of the Miwuk not being represented.

Scott Benning asked if the grant was going to cover all of the expenses.

Charles Phillips discussed all of the cultures noting that we are not just one set of people.

Rich Westfall spoke in support of all history to be included in the murals and noted he and several others had not heard about the outreach.

Lizz Darcy/Public Information Officer thanked Mikey Goralnik for the extensive outreach and encouraged people to stay engaged and to let her know if there are any suggestions for future outreach.

Mike Bruso discussed public property and the importance of public outreach within the community.

Public Comment closed.

Mikey Goralnik advised that the focus is on the gateway element, and responded to questions noting the total fee for projects is $150,000 for everything not including the construction, the Historic Sites and Records Commission is not part of the review as the project is not in a historic area, and the Creative Placemaking Advisory Committee is involved in this process, .

Mr. Goralnik advised that the working lands project centers local artists and this one initiative isn't going to show all of the history of Mariposa, also this one project isn't the only way to express the history. He then advised there will be a maintenance agreement to outline responsibilities of Caltrans and the County. Board discussion ensued.

RESULT: INFORMATION RECEIVED

I. Board Information

None.

DRAFT

J. Adjournment

12:50 PM Vice-Chair Forsythe adjourned the meeting in memory of Barbara Sharon McCoon, David Dunne, Sandra West, Daniel Clyde Miller, James "Jim" Willard Johnson, and Colleen Scott.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-290

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve the Administrative Match Agreement Between Mariposa County and Area 12 Agency on Aging for In-Kind Legal Services in the Amount of $39,495 for Fiscal Year 2023/2024 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Administrative Match Agreement Between Mariposa County and Area 12 Agency on Aging for In-Kind Legal Services in the Amount of $39,495 for Fiscal Year 2023/2024 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In-kind legal services provided by the County of Mariposa to Area 12 Agency on Aging will be reimbursed to the County from the $39,495 paid to the Agency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved an Administrative Match Agreement with Area 12 Agency on Aging for a number of years. Last year's agreement was approved on June 7, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. The Area 12 Agency on Aging may lose funding and/or experience higher legal expenses resulting in a reduction in the benefit they provide to older Mariposans.

FINANCIAL IMPACT

$39,495 is included in the Fiscal Year 2023/24 Requested Budget.

ATTACHMENTS

1. A12AA Admin Match Agmt

VOTE RESULT

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

ADMINISTRATIVE MATCH AGREEMENT

between the

COUNTY OF MARIPOSA

and

AREA 12 AGENCY ON AGING

THIS AGREEMENT, made and entered into this 1st day of July, 2023, by and between the **AREA 12 AGENCY ON AGING** in its capacity relating to the joint exercise of powers common to the agencies pursuant to the provisions of Article I (commencing with Section 6500), Chapter 5, Division 7, Title I of the Government Code of the State of California, hereinafter referred to as AGENCY, and **MARIPOSA COUNTY**, hereinafter referred to as **COUNTY**:

WITNESSETH

WHEREAS, **AGENCY** is required to provide an administrative match to funds provided for such purposes by the Older Americans Act and the Older Californians Act.

WHEREAS, the Joint Exercise of Powers Agreement creating the **AGENCY** and the Older Americans Act and the Older Californians Act allow such match to be provided through cash and/or in-kind services.

WHEREAS, pursuant to the Joint Powers Agreement, **COUNTY** is able and desires to provide its proportionate share of the administrative match as cash to the **AGENCY**;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. GENERAL PROVISIONS

1.1 **COUNTY** agrees to provide on demand no later than September 30, 2023, or as agreed by the Area 12 Agency on Aging Governing Board the cash described in EXHIBIT A at the request and direction of the **AGENCY**.

2. TERMS OF THE AGREEMENT

2.1 This Agreement shall be effective from July 1, 2023 through June 30, 2024.

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

AREA 12 AGENCY ON AGING
A Joint Powers Agency of Amador, Calaveras, Mariposa and Tuolumne Counties

By: Kristin Millhoff
Kristin Millhoff, Executive Director

COUNTY OF MARIPOSA

By: _____
Miles Menetrey
Chair, Board of Supervisors

ATTEST: Danielle Bondshu, ~~Tracy Gauthier~~, Deputy Clerk of the Board
County of Mariposa

By: _____

APPROVED AS TO FORM:

_____

ADMINISTRATIVE MATCH AGREEMENT

EXHIBIT A

County of Mariposa agrees to provide cash match for the 2023/2024 fiscal year in the following manner.

Cash in the amount of $39,495

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-291

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2022/2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for use of the Woodland Community Building for Fiscal Year 2023/2024; and authorize the Board of Supervisors Chair to sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has authorized the Mariposa Preschool Cooperative to lease the Woodland Community Building for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to renew this Lease Agreement then the Mariposa Preschool Cooperative would need to seek a different location for its' preschool.

FINANCIAL IMPACT

Funding received from the rent of the Woodland Community Building is budgeted in the Facility Maintenance budget.

ATTACHMENTS

1. Lease Agmt Mariposa Preschool Coop

VOTE RESULT

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2023, by and between the County of Mariposa, hereinafter called **LESSOR**, and Mariposa Preschool Cooperative, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property located in the County of Mariposa commonly known as Woodland Community Hall; 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 at 3415 Woodland Drive, in the County of Mariposa, commonly known as Woodland Community Hall.

2. **CONSIDERATION/TERM:** For and in consideration of Four Hundred Sixty-Seven Dollars and Fifty Cents ($467.50) per month, which includes routine water testing, **LESSOR** agrees to lease the real property described above for the 2023-2024 school year, which commences in August 2023 and concludes in June 2024. 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 preschool. **LESSEE** hereby warrants that it is a legally licensed school daycare center operation, licensed by the State of California.

4. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

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

6. **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**.

7. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

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

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

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

11. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

If **LESSEE** maintains broader coverage and/or higher limits than the minimums shown above, **COUNTY** requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **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 **LESSEE** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **LESSEE**'s insurance at (least as broad as ISO Form CG 20 10.

(2) Primary Coverage: For any claims related to this contract, the **LESSEE**'s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **COUNTY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **COUNTY**, its officers, officials, employees, or volunteers shall be excess of the **LESSEE**'s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to **COUNTY**.

(4) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of **COUNTY** by virtue of the payment of any loss under such insurance. **LESSEE** 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) 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**.

(6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by **COUNTY**. At the option of **COUNTY**, either: **LESSEE** shall obtain coverage to reduce or eliminate such self-insured retentions as respects **COUNTY**, its officers, officials, employees, and volunteers; or **LESSEE** shall provide a financial guarantee satisfactory to **COUNTY** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **COUNTY**.

(7) Verification of Coverage: **LESSEE** shall furnish **COUNTY** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be

received and approved by **COUNTY** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **LESSEE**'s obligation to provide them. **COUNTY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(8) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of any right to subrogation which any insurer of said **LESSEE** may acquire against **COUNTY** by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not **COUNTY** has received a waiver of subrogation endorsement from the insurer.

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

12. **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**.

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

13. **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.

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 **LESSEE** at 3415 Woodland Drive, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, 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.

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

LESSOR:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

LESSEE:

Mary Weaver

Mary Weaver, President
Mariposa Preschool Cooperative

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-573

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Mental Health Student Services Act (MHSSA) Grant

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

This Agreement term begins on the date of execution and ends on December 31, 2026. The total amount of this agreement is not to exceed $2,500,000.

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and should facilitate linkages and access to ongoing and sustained services.

The Health and Human Services Agency (HHSA) will pass this funding through to Mariposa County Unified School District (MCUSD) to perform services to students. HHSA is acting as a pass-through agency of the $2,500,000, which will be utilized by MCUSD staff according to the plan that MCUSD has developed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new funding opportunity under the Mental Health Student Services Act (MHSSA). HHSA will pass the entire grant through to MCUSD.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the grant agreement, MCUSD administration and the students of the County will not receive the benefit of the $2,500,000 to perform mental health services.

FINANCIAL IMPACT:
There will be no impact to the County General Fund. The new $2,500,000 grant and all associated costs will be passed through to MCUSD.

ATTACHMENTS:
21MHSOAC078 Std 213_v5 (PDF)

REF ID# 13384

DV

21MHSOAC078 Exhibit A_v4 (PDF)
21MHSOAC078 Exhibit B_v4 (PDF)
21MHSOAC078 Exhibit C_v3 (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

State of California

MHSOAC Form 213
21MHSOAC078

Mental Health Services
Oversight & Accountability Commission

Resolution No. 22-573

Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	County of Mariposa
AGREEMENT NUMBER:	21MHSOAC078
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between County of Mariposa, a branch of county government headquartered in Mariposa, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on December 31, 2026.

Funding Amount

The maximum award under this Agreement is:
$2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.

Mental Health Services
Oversight & Accountability Commission

Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_003 Addendum 2	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_003	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	**Contractor**
Name: Nai Saechao	Name: Lydia Lower
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 500-0577	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Nai.Saechao@mhsoac.ca.gov	Email: llower@mcusd.org

Direct all fiscal inquiries to:

MHSOAC	**Contractor**
Attention: Anissa Padilla	Name: Kierstin Wight
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 445- 8696	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Accounting@mhsoac.ca.gov	Email: kwight@mcusd.org

Mental Health Services
Oversight & Accountability Commission

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

County of Mariposa	
Business Address: P.O. Box 99, Mariposa, CA, 85338	
Person Signing: Rosemarie Smallcombe	Title: Board Chair
Signature: 808B6AE1585 Rosemarie Smallcombe ZorroSign	Date: 10/21/2022

Mental Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento, CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate Digitally signed by Norma Pate Date: 2022.10.20 13:35:38 -07'00'	Date:

APPROVED AS TO LEGAL FORM:
808B6AE157B
Steven W. Dahlem
ZorroSign
STEVEN W. DAHLEM
COUNTY COUNSEL

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA).
2. Funding. This grant is funded under the Mental Health Services Act (MHSA). This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq*. and as stated in RFA_MHSSA_003, Addendum 2.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_003, Addendum 2 (RFA) and Grantee's application submitted in response to RFA_MHSSA_003 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq*., including outreach to the targeted population; and with the requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the date on which the funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2028, but the parties understand that this is subject to change.

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with the requirements in the RFA and the MHSSA as approved by the Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
   a) Program Development: Funds are available to be invoiced once the contract is executed
   b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (**RFA, *Section VII. A.***)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (***RFA, Section VII. A.***)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
   a) Number of students screened and not referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out
      8. Number of students with IEP/504
      9. Number of students in foster care
      10. Number of students that have been in juvenile hall
   b) Number of students screened and referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out

8. Number of students with IEP/504
9. Number of students in foster care
10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents
d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission
1	Through February 28, 2022	N/A
2	March 1, 2022 – May 31, 2022	N/A
3	Agreement Start Date – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January 9, 2023
5	December 1, 2022 – February 28, 2023	April 7, 2023
6	March 1, 2023 – May 31, 2023	July 10, 2023
7	June 1, 2023 – August 31, 2023	October 9, 2023
8	September 1, 2023 – November 30, 2023	January 8, 2024
9	December 1, 2023 – February 29, 2024	April 8, 2024
10	March 1, 2024 – May 31, 2024	July 9, 2024
11	June 1, 2024 – August 31, 2024	October 8, 2024
12	September 1, 2024 – November 30, 2024	January 8, 2025
13	December 1, 2024 – February 28, 2025	April 8, 2025
14	March 1, 2025 – May 31, 2025	July 8, 2025
15	June 1, 2025 – August 31, 2025	October 8, 2025
16	September 1, 2025 – November 30, 2025	January 9, 2026
17	December 1, 2025 – February 28, 2026	April 8, 2026
18	March 1, 2026 – May 31, 2026	July 8, 2026
19	June 1, 2026 – August 31, 2026	October 8, 2026
20	September 1, 2026 – November 30, 2026	December 8, 2026
21	December 1, 2026 – December 31, 2026	TBD

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, or as requested, as shown in Table 1: Reporting Dates.
    a. Staff Hired and count
    b. Contractors hired and count
    c. Goods purchased
    d. Capital purchases
    e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
    a. Project Plan
    b. Implementation Plan
    c. Communication Plan
    d. Refined Budget Plan (line-item detail of proposed costs)

    In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.

b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoac.ca.gov

2. Budget Contingency Clause

a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed $2,500,000.00 (Two million five hundred thousand dollars and no cents). Payment shall be made in accordance with the payment schedule below.

4. **Payment Schedule**
Grantee was approved for a grant cycle that covers the number of years listed in the chart below with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution		**Grant Funding**
Program Development		$ 210,000.00
Program Operations		
Year 1		$ 458,000.00
Year 2		$ 458,000.00
Year 3		$ 458,000.00
Year 4		$ 458,000.00
Year 5		$ 458,000.00
Grant Total		$2,500,000.00

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.

2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)

3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit

4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.

5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.

6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.

7. Dispute Resolution:

   A. *First Level.* Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
   B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the

purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.

C. *Arbitration*. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.

10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.

11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.

12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.

13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.

14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.

15. Non-Discrimination: Grantee shall not discriminate against 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. represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.

17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.

18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq*. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.

20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.

21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.

22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.

23. Subordinate Agreements:

    A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:

    a. Incorporate the reporting requirements in Exhibit A
    b. Incorporate the data requirements in this Exhibit A
    c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.

25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.

26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Mariposa County Office of Education hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on January 1, 2023 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform school-based mental health 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 $210,000.00 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Mariposa County Office of Education
5082 Old Highway North
Mariposa, CA 95338
(209) 742-0250

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeff Aranguena, Superintendent Mariposa County Office of Education
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Program Description and Purpose:

Contractor shall continue to develop, maintain and document a school-based mental health services program that meets all Mental Health Student Services Act requirements listed in welfare and institutions code section 5886.

Contractor will coordinate and collaborate with Mariposa County Behavioral Health for the delivery of mental health services to the targeted population of children, youth and young adults including the development, implementation and evaluations of program and services.

II. Background:

The Mental Health Student Services Act (MHSSA) provides grants for partnerships between county mental health agencies and local education agencies to deliver school-based mental health services to young people and their families. These partnerships support outreach to identify early signs of unmet mental health needs, reduce stigma and discrimination, and prevent unmet mental health needs from becoming severe and disabling.

Authorized by Senate Bill 75 as part of the State's 2019 Budget Act, the MHSSA allocated $40 million one-time and $10 million ongoing funding for school-county mental health partnerships. The Budget Act of 2021 provided an additional $95 million to fund applicants who applied in the first round of funding but did not receive a grant.

The MHSSA seeks to foster partnerships between County Behavioral Health departments and local education entities to provide school-based mental health services to children, youth, and their families. The MHSOAC awarded grants to County Behavioral Health to fund these partnerships and shall be used to provide support services that include, at a minimum, services that are provided on school campuses, to the extent practicable, suicide prevention, drop-out prevention, placement assistance, continuum-of-care for students in need on ongoing services, and outreach to high-risk youth. High-risk youth shall include foster youth, youth who identify LGBTQ+, and youth who have been expelled or suspended from school.

III. Performance Management:

a) Contractor shall manage the program to ensure data collection to support the objectives and outcomes.
b) Contractor shall report quarterly to County on all data collected and reported to the MHSOAC.
c) Contractor shall report every six months beginning with implementing grant activities, services and supports until the end of the grant. Once approved by County, reports should be sent to MHSOAC, as outlined below:
    a. August 1, 2022 – January 31, 2023 = Due February 28, 2023.
    b. February 1, 2023 – July 31, 2023 = Due August 31, 2023.
d) Contractor will provide proof of completed deliverables as outlined below in exhibit B.
e) Contractor shall inform County of any substantial changes to the approved plan.
f) Contractor shall participate in monthly meetings collaborating with County.
g) Contractor shall attend statewide collaborative meetings facilitated by the MHSAOC.

Exhibit B
COST PROPOSAL

This contract is not to exceed the amount of $210,000. Contractor will invoice County quarterly based on the deliverables outlined below:

Quarter	Deliverable	Cost
Quarter 1 (Jan – March 2023)	1. First Draft Project Plan 2. First Draft Implementation Plan 3. First Draft Communication Plan 4. First Draft Refined Budget 5. First Draft Partner Agreement Forms	$105,000
Quarter 2 (April, May, June 2023)	1. Final Draft Project Plan 2. Final Draft Implementation Plan 3. Final Draft Communication Plan 4. Final Draft Refined Budget 5. Final Draft Partner Agreement Form 6. Commission approval of deliverables	$105,000

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-293

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Proclaim June 2023, as Elder and Dependent Adult Abuse Awareness Month

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RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of June, 2023, as Elder and Dependent Adult Abuse Awareness Month.

As the number of older adults continues to grow, we may see more elderly and dependent adults becoming vulnerable to financial abuse, physical abuse, or neglect. Every month in California, as many as 50,000 cases of elder and dependent adult abuse go unreported. For every reported case of elder or dependent adult abuse, as many as four go unreported. World Elder Abuse Awareness Day is on June 15th, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically approve similar proclamations to raise awareness in the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County would miss out on an opportunity to acknowledge and spread awareness in our community regarding elder & dependent adult abuse and prevention methods.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Elder and Dependent Adult Abuse Awareness Month Proclamation Certificate

VOTE RESULT

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

The Mariposa County Board of Supervisors

Proclaims the

Month of June 2023

as

"Elder and Dependent Adult Abuse Awareness Month"

To help raise awareness of Elder and Dependent Adult Abuse in our community. We encourage all our residents to be aware of the signs of abuse in order to help the most vulnerable residents of Mariposa County Communities.

Dated: June 6, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Accept the Resignations of Dayla Reagan-Buell and Christine Kleiman-Moore from the Mariposa County Commission on Aging, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Accept the Resignations of Dayla Reagan-Buell and Christine Kleiman-Moore from the Mariposa County Commission on Aging, Effective Immediately.

Ms. Reagan-Buell and Ms. Kleiman-Moore have served on the Commission on Aging since their November 2021 appointments. On April 25, 2023, Ms. Reagan-Buell provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. On April 26, 2023, Ms. Kleiman-Moore provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. Upon acceptance of Ms. Reagan Buell's and Ms. Kleiman Moore's resignations, Letters of Appreciation will be sent recognizing their service on this important commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously accepted the resignations of past commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment to this resignation will create a missed opportunity to properly recognize members of our community for their dedication, time and efforts.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-294

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

---

RECOMMENDATION AND JUSTIFICATION

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Attached is the Contract Renewal Proposal with Area 12 Agency on Aging (A12AA) with Attachments A through G, along with the proposed A12AA Budgets for Fiscal Year 2023-24.

During this next fiscal year, Health & Human Services Agency, Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

BACKGROUND AND HISTORY OF BOARD ACTIONS

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

On March 15, 2022, the Board adopted Resolution 2022-169 approving proposals for RFP 2022-2026.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

FINANCIAL IMPACT

None

ATTACHMENTS

1. A12AA Contract Renewal Proposal FY 2023-24

VOTE RESULT

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

Area 12 Agency on Aging
Fiscal Year 2023-2024
Contract Renewal Proposal
Mariposa County Health & Human Services Agency

I. Proposal Summary

Enclosed is Mariposa County Health & Human Services Agency (HHSA), Adult & Aging Services branch, renewal proposals for the Title IIIB Transportation services, Title IIIC-1 Congregate Nutrition services, and Title IIIC-2 Home Delivered Nutrition services for the second year of the awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026. The projected programming budget included in this proposal is for the 2023-2024 fiscal year.

Mariposa County continues to see an increase in the need for all services to our senior population, as 38% of our county's total population are seniors aged 60 years of age and older. The need for senior transportation services, both locally and to medical appointments in our surrounding counties, has more than doubled over the past few years. Continued III-B Transportation funding does help to reduce some of the service expense, but historically does meet the entire need. The Transportation program is projecting to provide 4,950 UOS to an estimated number of one hundred and seventy-five (175) seniors in unduplicated services in the 2023-2024 fiscal year, with one-way transport stops being counted as one single unit of service. The County is projecting to provide 8,300 Units of Service (UOS) for our C-1 Congregate Nutrition program, and 4,478 units for our C-2 Home Delivered Nutrition services to an estimated combined number of five and fifty (550) seniors in unduplicated services during the 2023-2024 fiscal year, with one daily meal being counted as one single unit of service.

Mariposa County HHSA has been able to address the need for programming growth and expansions within our senior services and nutrition programs through funding for infrastructure from Area 12 Agency on Aging (Senior Nutrition) and the USDA for Rual County Health (Senior Services). The expansion of our programs gives HHSA, Adult & Aging branch, the ability to provide C-2 hot & frozen meal delivery to identified desert areas, with each meal delivered based upon the approved monthly menu components by the A12AA's contracted registered dietitian.

In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing services to persons 60 years of age and over. Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic status.

II. Proposal Summary – Upcoming Fiscal Year

During this next fiscal year, 2023 – 2024, Mariposa County Health & Human Services Agency, Adult & Aging branch will implement the expansion of the Home Delivered Meals programming by capitalizing on the funding received through grants from Area !2 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

With this expansion of services, HHSA will be increasing personnel staffing by changing two permanent part time (PPT) kitchen positions into full-time positions, and adding an additional 80% PPT staff member, and the continued ability to hire extra-help as needed for service growth. Mariposa County Transit services continue making weekly routes to include Merced, Sonora, and Oakhurst areas for senior shopping and medical appointments.

III. Administration of the Applicant Agency
No changes from the original submitted and approved Response to Request for Proposal and awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026.

IV. Governing Board
See Attachment C

V. Personnel Capability and Pattern
Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment D) are on file for employees employed within the Department of HHSA; all kitchen staff hold food safety certifications.

- Program Manager
- Program Specialist I
- Program Assistant II
- Senior Nutrition Cook/Site Supervisor
- Kitchen Assistant
- Extra Help Kitchen Assistant
- Transportation Program Specialist
- Transit System Bus Driver
- Driver

See the attached Mariposa County' Organizational Chart, detailing the Adult & Aging Branch and the programs it maintains.

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presences. All volunteers are required to sign the County's Waiver regarding Workers' Compensation Insurance form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an orientation and on-going training provided by the Program Manager and/or Program Specialist.

VI. Consumer Input

Consumer satisfaction is an important and valuable quotient in maintaining senior service programming. Therefore, program surveys are distributed to congregate, home delivered meal, and transportation program participants periodically to evaluate overall services, consumer needs, and their overall satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the home delivered volunteers on an annual basis and returned via the enclosed envelope to the volunteer. (See attached comment card)

The County's public transportation service also is required by the Department of Transportation & the Federal Transportation Administration to provide an annual open public forum of the Local Transportation Commission of public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit—Human Services Transportation Plan, & Regional Transportation Improvement Plan).

VII. Explain any Changes to Program

This next fiscal year, HHSA will be expanding our senior nutrition services, specifically the C-2 Home Delivered meals, by increasing staff hours, adding additional personnel positions within the Kitchen staffing, and initiating delivery strategies and delivery routes to reach more isolated, homebound seniors in Mariposa County. This is due to the receipt of grant infrastructure funding to purchase new energy efficient kitchen equipment and delivery vehicles to the homebound seniors in desert regions of Mariposa County.

VIII. Short – Long Range Plans for HHSA

In the event where Area 12 Agency on Aging funding allocations have been depleted before the end of the fiscal year, Mariposa County Health & Human Services Agency will continue to provide all services utilizing other agency funds without interruptions to services as needed. HHSA's senior nutrition programs do not incorporate a priority ranking system or waitlists for services; it has been the policy and history of Mariposa County to continue to provide services, regardless of reaching allocation of funding by Area 12 Agency on Aging, to ensure services will continue to be provided to all seniors in need.

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract
FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Cover & Signature Page

PROVIDER: Mariposa County Community Services DATE: ##/##/## => 04/17/23

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
> Lydia Arre - Manager	Diana Ziegenfuss	Program Specialist

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044, Title III C funds CFDA 93.045, and 2) related California Department of Aging funds.

FOR A12AA USE ONLY		
SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracey Sawyer Assistant Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: 1 Signature Page

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services Mariposa County HHSA

Summary of Costs

COST CATEGORIES / LINE ITEMS		Mariposa III B Transportation	Mariposa III C-1 Congregate	Mariposa III C-2 HDM	04/17/23 TOTAL COSTS
Personnel Costs, Cash (from Tab 4 Personnel Costs, Cash)		182,340	180,497	99,456	462,293
Personnel Costs, In-Kind (from Tab 5 Personnel Costs, In-Kind)		-	26,725	7,300	34,025
Staff Travel (from Tab 6 Cost Details)		81	98	67	246
Staff Training (from Tab 6 Cost Details)		285	530	276	1,091
Property / Equipment (from Tab 6 Cost Details)		-	-	-	-
Vendor / Consultant Agreements (from Tab 6 Cost Details)		-	-	-	-
Food Costs - Cash			66,550	45,659	112,209
Food Costs - In-Kind			275	140	415
Allocated Costs, Direct (Send a list of costs and how each is allocated)					-
OTHER COSTS					
Advertising and Outreach					-
Building Rent - Cash (from Tab 6 Cost Details)		1,569	16,146	5,533	23,248
Building Rent - In-Kind (from Tab 6 Cost Details)		-	-	-	-
Equipment Rental					-
Food Service Supplies (from Tab 6 Cost Details)			8,750	4,750	13,500
Insurance		3,207	1,132	292	4,631
Memberships and Subscriptions			135	135	270
Office Expenses e.g. Paper, Postage, Software		4,250	3,250	1,950	9,450
Supplies , Other than Office		7,189	6,641	500	14,330
Repairs and Maintenance		2,200	1,800	950	4,950
Taxes & Licenses					-
Utilities e.g. Internet, Power, Telephone		7,100	8,018	3,192	18,310
Vehicle Costs		25,265	800	2,500	28,565
Volunteer Costs					-
Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440	440	440	1,320
Other- Describe	Cleaning / Janitorial Supplies	-	7,000	3,750	10,750
Other- Describe	CHP/DOT Pull-Prog. Drug & Alcohol Testing (Transp.)	1,800			1,800
Other- Describe					-
Other- Describe					-
Other- Describe					-
TOTAL OTHER COSTS		53,020	54,112	23,992	131,124
INDIRECT COSTS, Cash					-
INDIRECT COSTS, In-Kind					-
Costs, Cash		**235,726**	**301,787**	**169,450**	**706,963**
Costs, In-Kind		**-**	**27,000**	**7,440**	**34,440**
TOTAL COSTS**		235,726	328,787	176,890	741,403
Memo: Total Funding		235,726	328,787	176,890	741,403
Memo: Difference = Total Costs less Total Funding		-	-	-	-

**Total Costs must equal Total Funding

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services

Summary of Funding

FUNDING SOURCES / LINE ITEMS	Mariposa III B Transportation	Mariposa III C-1 Congregate	Mariposa III C-2 HDM	04/17/23 TOTAL FUNDING
Budgeted Number of Units (Trips or Meals)	2,622	8,000	4,478	
Reimbursement Rate per unit in $$	$ 25.00	$ 8.50	$ 8.00	
Area 12 Baseline Funds	65,550	68,000	35,824	169,374
Area 12 funded Equipment	-	-	-	-
Area 12 NSIP Funds		3,382	4,664	8,046
Total Area 12 Funding	65,550	71,382	40,488	177,420
Grant Related Income				
Donations from Program Participants	4,000	22,500	10,950	37,450
Non-Senior service fees		2,500		2,500
Other - explain in narrative				-
Total Grant Related Income	4,000	25,000	10,950	39,950
Grant Related Income Carryover				-
Match Cash				
Donations from NON-Participants				-
Fundraising Events				-
County Funds	166,176	205,405	118,012	489,593
Other - explain in narrative				-
Total Match Cash	166,176	205,405	118,012	489,593
Match In-Kind				
Donated Food		275	140	415
County Donated Space (attach valuation)				-
Other Donated Space (attach valuation)				-
Volunteer Personnel	-	26,725	7,300	34,025
Other - explain in narrative				-
Total Match In-Kind	-	27,000	7,440	34,440
Total Match, Cash & In-Kind	166,176	232,405	125,452	524,033
Non-Match Cash				
Interest Income				-
Proceeds from Sale of Property/Equipment				-
Other - explain in narrative				-
Total Non-Match Cash	-	-	-	-
Non-Match In-Kind:				
Explain in Narrative				-
Total Non-Match In-Kind	-	-	-	-
Total Funding, Cash	235,726	301,787	169,450	706,963
Total Funding, In-Kind	-	27,000	7,440	34,440
Total Funding**	235,726	328,787	176,890	741,403
Memo: Total Costs	235,726	328,787	176,890	741,403
Memo: Difference = Total Funding less Total Costs	-	-	-	-

**Total Funding must equal Total Costs

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services

Personnel Costs, Cash

04/17/23

Position Classification	Annual Wage Rate	Mariposa FTE %	Mariposa III B Transportation	Mariposa FTE %	Mariposa III C-1 Congregate	Mariposa FTE %	Mariposa III C-2 HDM	Mariposa Total FTE%	Mariposa TOTAL $$	
Program Manager	76,210		0	22.685%	17,288	22.685%	17,288	45.370%	34,576	
Program Specialist I/II	59,727		0	56.988%	34,037	26.914%	16,075	83.902%	50,112	
Program Assistant I	50,675		0	56.555%	28,659	26.711%	13,536	83.266%	42,195	
Sr. Nutrition Cook / Supervisor (80%)	31,629		0	61.772%	19,538	29.176%	9,228	90.948%	28,766	
Kitchen Assistant (70%)	31,629	0.000%	0	53.204%	16,828	25.129%	7,948	78.333%	24,776	
Extra-Hire Kitchen Assistant (860 hrs.)	32,527	0.000%	0	25.142%	8,178	11.873%	3,862	37.015%	12,040	
Transit Driver	44,256	75.000%	33,192	0.000%	0	0.000%	0	75.000%	33,192	
Transit Driver	29,273	75.001%	21,955	0.000%	0	0.000%	0	75.001%	21,955	
Relief Transit Driver / Extra Hire	19,111	100.000%	19,111	0.000%	0	0.000%	0	100.000%	19,111	
PT Medical/Transit Driver (860 Hrs.)	12,040	100.000%	12,040	0.000%	0	0.000%	0	100.000%	12,040	
PT Medical/Transit Driver (860 Hrs.)	16,282	100.000%	16,282	0.000%	0	0.000%	0	100.000%	16,282	
Program Assistant / Transportation Srvs. (860 Hrs.)	16,864	100.000%	16,864	0.000%	0	0.000%	0	100.000%	16,864	
Extra-Hire Kitchen Assistant (860 hrs.) (New Position)	32,527	0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
		0.000%	0	0.000%	0	0.000%	0	0.000%		
Total Salaries			119,444		124,528		67,937		311,909	311,909
FICA	6.25%		7,465		7,783		4,246		19,494	
Medicare	1.45%		1,732		1,806		985		4,523	
FUI	0.00%		0		0		0			
SUI - State Unemployment Insurance	2.38%		934		405		294		1,633	
ETT	0.00%		0		0		0			
Total Payroll Taxes			10,131		9,994		5,525		25,650	25,650
Insurance - Health/Dental/Vision/Cafeteria Plan			21,792		22,063		14,871		58,726	
Insurance - Life			65		53		33		151	
Retirement			0		0		0			
Workers' Compensation			0		0		0			
Other -Group Health for Retirees			13,344		1,137		1,549		16,030	
Other -Retirement-Employer/Employee Unfunded Liability			17,564		22,722		9,541		49,827	
Other -			0		0		0			

	A	B	C	D	E	F	G	H	I	J	K
45	Total Employee Benefits			52,765		45,975		25,994		124,734	124,734
46	TOTAL PERSONNEL COSTS			182,340		180,497		99,456		462,293	462,293

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract

FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services

Personnel Costs, In-Kind

04/17/23

Position Classification*	Annual Wage Rate**	Mariposa FTE %	Mariposa III B Transportation	Mariposa FTE %	Mariposa III C-1 Congregate	Mariposa FTE %	Mariposa III C-2 HDM	Mariposa Total FTE%	Mariposa TOTAL $$	
Monday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
Tueday Desk Receptionist/Host	30,965		0	8.074%	2,500		0	8.074%	2,500	
Wednesday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
Thursday Desk Receptionist/Host	30,965		0	9.446%	2,925		0	9.446%	2,925	
Friday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
Server/Kitchen Help	30,965		0	8.881%	2,750		0	8.881%	2,750	
Server/Kitchen Help	30,965		0	8.881%	2,750		0	8.881%	2,750	
Server/Kitchen Help	30,965		0	9.042%	2,800		0	9.042%	2,800	
Server/Kitchen Help	30,965		0	9.042%	2,800		0	9.042%	2,800	
Server/Kitchen Help	30,965		0	9.204%	2,850		0	9.204%	2,850	
Server/Kitchen Help	30,965		0	9.204%	2,850		0	9.204%	2,850	
Home Delivered Volunteer	30,965		0		0	5.086%	1,575	5.086%	1,575	
Home Delivered Volunteer	30,965		0		0	5.086%	1,575	5.086%	1,575	
Home Delivered Volunteer	30,965		0		0	4.521%	1,400	4.521%	1,400	
Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
Home Delivered Volunteer	30,965		0		0	1.615%	500	1.615%	500	
TOTAL IN-KIND PERSONNEL COSTS			0		26,725		7,300		34,025	34,025

*For each Position Classification, explain on the Narrative Explanation sheet the method for determining the Annual Wage Rate.

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hour year.

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract						
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024						
3							
4	Provider: Mariposa County Community Services						
5							
6	Cost Details						
7						04/17/23	
8	COST CATEGORIES	III B	III C-1	III C-2		TOTAL	
9	LINE ITEMS	Transportation	Congregate	HDM		COSTS	
10	Staff Travel						
11	Overnight travel costs	0	0	0			
12	Number of miles	123	150	102			
13	Private vehicle reimbursed costs in $$ per mile	0.655	0.655	0.655			maximu
14	Total Staff Travel	81	98	67		246	246
16	Staff Training-Describe						
17	First Aid / CPR / AED Recertification	50	100	33		183	
18	Workshops/Inservices/ServSafe Cert.	235	430	243		908	
19		0	0	0		0	
20	Total Staff Training	285	530	276		1,091	1,091
22	Property / Equipment - Unit Cost $500 minimum						
23	Equipment	0	0	0		0	
24		0	0	0		0	
25		0	0	0		0	
26	Total Property / Equipment	0	0	0		0	0
28	Vendor / Consultant Agreements						
29		0	0	0		0	
30		0	0	0		0	
31		0	0	0		0	
32	Total Vendor / Consultants Agreements	0	0	0		0	0
34	Building Rent-Cash (Attach Cost Allocation)						
35	Rent Allocation	1,569	16,146	5,533		23,248	
36		0	0	0		0	
37		0	0	0		0	
38	Total Building Rent - Cash	1,569	16,146	5,533		23,248	23,248
40	Building Rent - In-kind (Attach Cost Allocation)						
41		0	0	0		0	
42		0	0	0		0	
43		0	0	0		0	
44	Total Building Rent - In-Kind	0	0	0		0	0
46	Food Service Supplies						
47	Paper goods (wrap-foil/plastic, utensils, disposable		8,750	4,750		13,500	
48	drinking cups and condiment cups, utensils), etc.		-	-		0	
49	Total Food Service Supplies		8,750	4,750		13,500	
51							
52	If further explanations are needed use the Narrative Explantion sheet..						

	A	B
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract	
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024	
3		
4	**Provider: Mariposa County Community Services**	
5		
6	**Narrative Explanations**	
7		04/17/23
8	Sheet & Item	Narrative explanations
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Summary of Costs/Supplies Other than Office	Small tools and equipment purchases for transit services only.
12	Summary of Costs/CHP-DOT Pull Program. Drug & Alcohol Testing	Federal and State required 49 CFR Part 40 Drug & Alcohol Testing for all transit system employees, drivers and dispatch, as they are considered safety sentisitive positions.
13	Personnel Costs--Cash	Payroll wages, taxes and deductions are compiled and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process then the system is "locked" into place at the close at the dead-line date.
14	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the hiring of an PT Office Assistant II, Grade 17, Step 1 ($14.887).
15		

CERTIFICATE NO. | ISSUE DATE

WC-2405 | **CERTIFICATE OF COVERAGE** | 03/23/2023

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2022	07/01/2023	WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's $300,000 Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2022-2023 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/29/2022

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

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

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2022/2023 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 22 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-012	Statutory each accident/each employee for disease excess of $50,000,000

CERTIFICATE NO. GL1-9443 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 11/02/2022

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 22 EL-34	07/01/2022	07/01/2023	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AND AREA 12 AGENCY ON AGING FOR NUTRITION INFRASTRUCTURE GRANT.

AREA 12 AGENCY ON AGING IS INCLUDED AS AN ADDITIONAL COVERED PARTY BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, STE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 22 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 29, 2022**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions, and Management

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-169

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026

RECOMMENDATION AND JUSTIFICATION:

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee.

The Health and Human Services Agency Director would be the service provider and designee for the following programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Per the attached RFP, two (2) sets of signed originals for the proposed programs are due by 5:00 PM, March 25, 2022, at Area 12 Agency on Aging's office in Sonora, California. All program proposals received from RFP Bidders will undergo technical review for eligibility by an appointed Review Board and then Area 12 Agency on Aging Staff Review for recommendations to their Advisory Council, then the governing board for final approval.

If awarded, the initial contact agreements under this RFP would be for Fiscal Year 2022-2023, with a potential reimbursement of $153,451.00, with subsequent fiscal years' eligible for renewal subject to funding availability and Mariposa County Health & Human Services Agency fulfillment of contractual responsibilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years. Every four (4) years, Area 12 Agency on Aging (A12AA) publicly posts an open Request for Proposal for services within each of the five (5) counties they represent: Alpine, Amador, Calaveras, Mariposa, and Tuolumne.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided..

ATTACHMENTS:
A12AA RFP 2022-2026 (PDF)
Attachment A (PDF)
Attachment B (PDF)
Attachment C; C-1 Cong (PDF)
Attachment C; C-2 H.D. (PDF)
Attachment C; III-B Transp. (PDF)
Attachment D; Executive Summary (PDF)
Attachment E; Program Proposals (PDF)
Attachment F (PDF)
Attachment G (PDF)
Attachment H (PDF)
Attachment I (PDF)
Attachment J (PDF)
Attachment K (PDF)
Attachment L (PDF)
Attachment M (PDF)
Attachment N (PDF)
Attachment O (PDF)
Attachment P (PDF)
Attachment Q (PDF)
Attachment R (PDF)
Attachment S; MARIPOSA COUNTY GL1-12643 (PDF)
Attachment S; MARIPOSA COUNTY GL1-12644 (PDF)
Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (PDF)
Attachment T (PDF)
Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (PDF)
Attachment U; Mariposa Rent Allocation FY 2021-22 (PDF)
Attachment V (PDF)
Attachment W (PDF)

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

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-409

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2022-23

RECOMMENDATION AND JUSTIFICATION:
Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an amount not to exceed $276,336; Authorize the Board of Supervisors Chair to sign the agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement.

This agreement is the first year of an awarded grant from Area 12 Agency for fiscal years July 1, 2022 through June 30, 2026. Senior programs covered in this agreement include the following:

- ☐ Congregate Meals
- ☐ Home Delivery Meals
- ☐ Transportation

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

On November 9, 2021, the Board approved First Amendment to Standard Agreement

for FY 2021-2022 through Resolution No. 2021-616.

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- $106,972.00, Title III C-2 Home Delivered-- $71,864.00, and Title III-B Transportation-- $97,500.00.

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

ATTACHMENTS:
Standard Agmt 2023 - Wcsignature (PDF)
(1) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(2) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(3) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(4) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(5) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(6) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(7) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(8) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(9) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)

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

Attachment A

AREA 12 AGENCY ON AGING
FY2023 – 2024 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

Phone 209.966.6632 FAX 209.742.7405

2. Type of Organization (Check One)

X	Local Unit of Government
	Profit Making Organization
	Local Education Institution
	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

	Alpine County
	Amador County
	Calaveras County
X	Mariposa County
	Tuolumne County

3. Grant Funds Requested	$ 177,420
Amount of Cash Match	$ 489,593
Amount of In-Kind Match	$ 34,440

4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manager

5. Preparers Signature:

6. Board Signature:

Print Name: Miles Menetrey

Title: Board Chair, Mariposa County Board of Supervisor, District V

AREA 12 AGENCY ON AGING
2023-2024 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested

Provider: Mariposa County HHS Agency County: Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals $8.50/unit	C-2 Home Del. Meals $8.00/unit	IIIB Transportation $25.00/trip
Activity(ies):	2023-2024 (Proposed No. of Meals\UOS)	2023-2024 (Proposed No. of Meals\UOS)	2023-2024 (Proposed No. of UOS)
a. Meals	a. 8,000	a. 4,478	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f._____	f._____	f. 2,622
TOTAL MEALS\SERVICE UNITS	8,000	4,478	2,622
NSIP	$ 68,000 $ 3,382	$ 35,824 $ 4,664	
2. Amount of A12AA funds requested	**$ 71,382**	**$ 40,488**	**$ 65,550**
3. Amount of Participant Contributions	$ 25,000	$ 10,950	$ 4,000
4. Other funds: a. Mariposa Co.–Match b. In-Kind c. 0 Total Other Funds	 $ 205,405 $ 27,000 0 $ 232,405	 $ 118,012 $ 7,440 0 $125,452	 $ 166,176 0 0 $ 166,176
5. TOTAL FUNDS, ALL SOURCES	**$ 328,787**	**$ 176,890**	**$ 235,726**
6. Cost of unit of service a. A12AA funds (line 2 ÷ line 1.f.)	$ 8.92	$ 9.02	$ 25.00
b. All funds (line 5 ÷ line 1.f.)	$ 41.10	$ 39.50	$ 89.90
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	450	100	175

Attachment C

2023 - 2024 CONTRACT RENEWAL PROPOSAL
GOVERNING BOARD INFORMATION

Board Members Name & Address:	**Occupation:**	**Compensation:**
Rosemarie Smallcombe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District I Supervisor County of Mariposa	$56,267.75
Shannon Poe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District II Supervisor County of Mariposa	$56,267.75
Danette Toso P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District III Supervisor County of Mariposa	$56,267.75
Wayne Forsythe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Vice Chair District IV Supervisor County of Mariposa	$56,267.75
Miles Menetrey P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Board Chair District V Supervisor County of Mariposa	$56,267.75

Attachment D

2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: III-B Transportation

Paid Staff Name:	Title:	Salary:
Diana Ziegenfuss	Program Specialist II	$59,727
Kelly Taute	Admin Analyst	$67,460
Jordan Van Delden	Program Specialist I	$44,256
Kelsie Alexander	Program Assistant I	$16,864
Patricia Feight	Transit Bus Driver (60%)	$29,273
Cindy Walter	Transit Bus Driver	$19,111
LaDonna Phillips	PT Transit Driver	$16,282

Attachment D

2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: C-1 Congregate

Paid Staff Name:	Title:	Salary:
Lydia Arre	Program Manager	$82,428
Diana Ziegenfuss	Program Specialist II	$59,727
Susette Micallef	Program Assistant II	$50,675
Cynthia Wilson	Sr. Nutrition Cook/Site Supervisor	$32,918
Lydia Woolsey	Kitchen Assistant	$28,804.
Extra Help	Kitchen Assistant/Back Up Cook	$14,322

Attachment D

2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: C-2 Home Delivered

Paid Staff Name:	Title:	Salary:
Lydia Arre	Program Manager	$82,428
Diana Ziegenfuss	Program Specialist II	$59,727
Susette Micallef	Program Assistant II	$50,675
Cynthia Wilson	Sr. Nutrition Cook/Site Supervisor	$32,918
Lydia Woolsey	Kitchen Assistant	$28,804
Extra Help	Kitchen Assistant/Back Up Cook	$14,322

Attachment E

AREA 12 AGENCY ON AGING 2023-2024 CONTRACT RENEWAL AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5246 Spriggs Lane

Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through 01/2024)	Miles Menetrey Printed/Typed Name
N/A Designee by Board Action	N/A Printed/Typed Name

Fiscal Reports/Budgets

Program Manager	Lydia Arre Printed/Typed Name
Designee for Prog. Manager/Prog. Specialist	Diana Ziegenfuss Printed/Typed Name

Program Reports

Program Manager	Lydia Arre Printed/Typed Name
Designee for Prog. Manager/Prog. Specialist	Diana Ziegenfuss Printed/Typed Name

For emergency contact information: (209) 966-2000

Board Chairperson's telephone number: (209) 966-6632

Mailing address: 5246 Spriggs Lane, Mariposa, CA 95338

Lydia Arre Submitted by	04/20/2023 Date

Area 12 Agency on Aging 2023-2024 Contract Renewal Proposal
Agency Contract Representative (ACR)

Designation Form

SEND TO: **Kristin Millhoff, Executive Director**
Area 12 Agency on Aging
19074 Standard Road, Suite A
Sonora, California 95370

Program(s): Title III – C-1 Congregate
Title III – C-2 Home Delivery
Title III-B Transportation

Legal Name of Contractor: Mariposa County Health & Human Services Agency
Agency Contracts Representative: Lydia Arre
Title: Program Manager
Address: 5246 Spriggs Lane
Mariposa, CA 95338

Phone: (209) 966.6632	FAX: (209) 742.7405

Email: larre@mariposacounty.org

Please specify the address checks are to be mailed to below:

Address: 5246 Spriggs Lane
Mariposa, CA 95338
Attention: Lydia Arre, Program Manager

Signature:	Print Name: Lydia Arre
Title: Program Manager	Phone: (209) 966.6632

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over $100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* Mariposa County Health & Human Services Agency	*Federal ID Number* 94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing Miles Menetrey, Board of Supervisor District V, Chair	
Date Executed	*Executed in the County and State of* Mariposa, CA

MEMO: All Providers

RE: Unruh Civil Rights Law Certification

This is a new requirement by CDA as of January 1, 2017.

The flyer link below explains the Unruh Civil Rights Act

https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-250.pdf

Review it with your staff and volunteers at a Staff Training. After FY17-18, this document will be included in the Contract Renewal Proposal. The verification of the training will be reviewed at the yearly monitoring.

Contract with A12AA - Exhibit D, Article II, C. 5.

> California Civil Rights Laws – The Contractor shall, ensure compliance with the requirements of Cal. Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.
>
> The California Civil Rights Laws Certification ensures Contractor complies with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960); and Contractor internal policy policies are not used in violation of California Civil Rights Laws.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-295

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to participate in the Medi-Cal Peer Support Specialist Certification; and authorize the Board of Supervisors Chair to sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to participate in the Medi-Cal Peer Support Specialist Certification; and authorize the Board of Supervisors Chair to sign the Agreement.

The Department of Health Care services requires all peer support specialists who provide Medi-Cal services must be certified. CalMHSA provides this Medi-Cal Peer Support Specialist Certification program. CalMHSA's certification program is inclusive of:

· Policies and procedures governing the certification program
· Dedicated and all-inclusive certification website
· Centralized application for initial certification and biennial renewal processes
· Certification of training providers to ensure curriculum for core competency training is met for training leading to certification and in the 4 areas of specializations
· Development and administration of a state-wide examination Medi-Cal Peer Support Specialist Certification Exam
· Translation of certification exam to 16 threshold languages
· Identification of core competencies and training curriculum for the 4 areas of specializations
· Investigates complaints and takes corrective action against a certified Peer Support Specialist (includes appeals)
· Centralized data collection and state reporting (yearly submission to DHCS)
· Supervision of certified Peer Support Specialist training
· Establish a centralized and searchable certification registry that is open to the public

The Mental Health Aide position is a peer position which will obtain certification in line with the DHCS requirements. This will allow this position that previously was exclusively grant funded to supplement with billable Medi-Cal services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CalMHSA for this specific purpose as this is a new state requirement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval, the Health and Human Services Agency will need to seek alternative solutions to addressing sustainability of funding for mental health aide positions.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. CalMHSA Participation Agreement for Medi-Cal Peer Support Specialist Certification

VOTE RESULT

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Mariposa County ("Participant") desires to participate in the Program identified below.

   Name of Program: Medi-Cal Peer Support Specialist Certification

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☑ Exhibit A Program Description and Funding

   ☑ Exhibit B General Terms and Conditions

   ☑ Exhibit C County Specific Scope of Services and Funding

   ☑ Attachment A Work Order Form

   ☑ Attachment B Authorized Signatures

3. **Term:** The term of the Program is January 1, 2022, through December 31, 2024.

4. Authorized Signatures:

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: MARIPOSA COUNTY

Signed: _____ Name (Printed): Miles Menetrey

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Sheila Baker

Title: Director of Behavioral Health Date: _____

EXHIBIT A

I. Name of Program: Medi-Cal Peer Support Specialist Certification

II. Term of Program: January 1, 2022, through December 31, 2024

III. Program Objective and Overview:

CalMHSA established a Medi-Cal Peer Support Specialist Certification program as required in BHIN 21-041 for interested counties. This means CalMHSA developed a standardized peer certification program inclusive of:

- Policies and procedures governing the certification program
- Dedicated and all-inclusive certification website (www.CAPeerCertification.org)
- Centralized application for initial certification and biennial renewal processes
- Certification of training providers to ensure curriculum for core competency training is met for training leading to certification and in the 4 areas of specializations
- Development and administration of a state-wide examination Medi-Cal Peer Support Specialist Certification Exam
- Translation of certification exam to 16 threshold languages
- Identification of core competencies and training curriculum for the 4 areas of specializations
- Investigates complaints and takes corrective action against a certified Peer Support Specialist (includes appeals)
- Centralized data collection and state reporting (yearly submission to DHCS)
- Supervision of certified Peer Support Specialist training (BHIN 22-018)
- Establish a centralized and searchable certification registry that is open to the public

Additionally, Counties have selected CalMHSA as the certifying entity, responsible for the certification, examination, and enforcement of professional standards for Medi-Cal Peer Support Specialists in California. All applicants seeking certification are required to successfully pass an exam ensuring any individual holding a certification has met the minimum educational requirements. CalMHSA investigates consumer complaints and imposes disciplinary actions against a "Certificant" who violates the Code of Ethics.

General information on certification requirements is on the CalMHSA certification website.

A copy of the tentative DHCS Fee Schedule is listed below for reference:

Medi-Cal Peer Support Specialist Fee Schedule* -Bundle Costs		
Item	**Description**	**Price**
PEER SUPPORT SPECIALIST CERTIFICATION BUNDLE*	*Includes the cost for:* • *Application* • Certification Exam (one-time) • *80-hour core competency training for peer support specialists (A 15% administrative fee will be added to this item for counties who choose to select to purchase trainings for their staff or contracted provider network staff)*	$1,850

Medi-Cal Peer Support Specialist Fee Schedule* -Exam Certification Costs		
Item	**Description**	**Price**
Application for Exam Certification	*Application for Exam Certification* *This is the application to apply to become a Medi-Cal Peer Support Specialist submitted through the CalMHSA website.*	$100
80-hour **Core Competency Training for Medi-Ca Peer Support Specialists**	*Potential Medi-Cal Peer Support Specialists are required to complete an 80-hour core competency training from a CalMHSA approved training provider. All approved training vendors are found at the link here. (A 15% administrative fee will be added to this item for counties who choose to select to purchase trainings for their staff or contracted provider network staff)*	Not to exceed $1,600
Family Parent Caregiver Training Specialization Course	*Those who have completed the Medi-Cal Peer Support Specialists training can apply to complete a Family Parent Caregiver Specialization through one of our approval specialization training vendors. (A 15% administrative fee will be added to this item for counties who choose to select to purchase trainings for their staff or contracted provider network staff) All future approved training vendors will be found at the link here.*	Not to exceed $1,600
Crisis Specialization Training Course (under development)	*Those who have completed the Medi-Cal Peer Support Specialists training can apply to complete the Crisis Specialization through one of our approval specialization training vendors. (A 15% administrative fee will be added to this item for counties who choose to select to purchase trainings for their staff or contracted provider network staff) All future approved training vendors will be found at the link here.*	Not to exceed $1,600
Unhoused Specialization Training Course (under development)	*Those who have completed the Medi-Cal Peer Support Specialists training can apply to complete the Unhoused Specialization through one of our approval specialization training vendors. (A 15% administrative fee will be added*	Not to exceed $1,600

	to this item for counties who choose to select to purchase trainings for their staff or contracted provider network staff) All future approved training vendors will be found at the link here.	
Justice Involved Specialization Training Course (under development)	*Those who have completed the Medi-Cal Peer Support Specialists training can apply to complete the Justice-Involved Specialization through one of our approval specialization training vendors. All future approved training vendors will be found at the link here.*	Not to exceed $1,600
Medi-Cal Peer Support Specialist Certification Exam	*This is the state approved Certification exam required to become certified as a Medi-Cal Peer Support Specialist. Information on the examination process can be found at the link here (Covers the cost of one attempt).*	$150/per attempt
Medi-Cal Peer Support Specialist Certification Exam Retake	*Individuals who do not pass the examination, may retake the exam up to 2 more additional times. Individuals can re-take the exam 2 additional times for a total of 3 times during the 12-month approval period.*	$150/per attempt
Biennial Renewal – Certification for Medi-Cal Peer Support Specialist	*Medi-Cal Peer Support Specialists may renew their Medi-Cal Peer Support Specialist certification every two years from the date of issuance.* *Please note, Peer Support Specialists are required to have completed 20-hours of continued education (CE) credits, inclusive of 6 hours of law and ethics, from a CalMHSA approved CE training provider to renew their certification.*	$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	*Medi-Cal Peer Support Specialists whose certification has lapsed, suspended, or revoked may apply to reinstate their certification.*	$80

Fee Schedule* for Training Providers seeking to become "approved training providers"		
Item	**Description**	**Price**
Training Provider Application- Medi-Cal Peer Support Specialist Training	*This is the application fee for organizations/agencies that wish to receive approval from CalMHSA to provide the 80-hour core competency training course. The approval is valid for 2 years from the date of approval. Information on becoming an approved Training Provider is found at the link here.*	$300
Training Provider – Specialization Training Course	*This is the application fee for organizations/agencies that wish to receive approval from CalMHSA to provide training course(s) in an area of specialization. The approval is valid for 2 years from the date of approval. Areas of specialization are:* *1. Parent, Caregiver, Family Member Peer* *2. Unhoused* *3. Crisis* *4. Justice Involved*	$300/per specialized training

Training Provider- Continuing Education Training Application	*This is the application fee for organizations/agencies that wish to offer continuing education credits for certified Medi-Cal Peer Support Specialists.* *Please note, Peer Support Specialist are required to have completed 20-hours of continued education (CE) credits, inclusive of 6 hours of law and ethics, from a CalMHSA approved CE training provider to renew their certification.*	$300
Training Provider – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (this training course is required for previously certified Medi-Cal Peer Support Specialists whose certification has lapsed for 4 years or longer. In order to receive the Medi-Cal Peer Support Specialist certification, individuals are required to take a 40-hour refresher course, which covers the core competencies, **and** successfully pass the exam. Please note, this fee does not include the for retaking the exam. The exam fee is separate from this.	*This is the application fee for organizations/agencies that wish to receive approval from CalMHSA to provide the 40-hour "refresher" training course covering the core competencies for Medi-Cal Peer Support Specialist certification. The approval is valid for 2 years from the date of approval.* *Information on becoming an approved Training Provider is found at the link here.*	$300
Training Provider – Renewal	*This is the application fee for organizations/agencies who hold a **CURRENT** CalMHSA approval as an approved training provider. The approval is valid for 2 years from the date of each approval.* *Information on becoming an approved Training Provider is found at the link here.*	$300
Supervisor Training	*There is no fee associated with this training. This training will be available on the CalMHSA learning management system at no-cost to everyone. The supervisor course is a self-paced course.* *Please note, CalMHSA plans to use this information to gather information on the potential number of supervisors who may take the training.*	$0

*The Fee schedule is still in final review with DHCS and may be subject to change.

**Detailed information on the Medi-Cal Peer Support Specialist Certification Policies and Procedures can be found in our online manual.

EXHIBIT B– General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. DHCS – Department of Health Care Services.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.

E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

F. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:
   1. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
   2. Act as the Fiscal and Administrative agent for the Program, including:
      i. Oversee and administer all training vendor contracts.
      ii. Administer and score exam.
      iii. Conduct program audits, investigations, actions, and appeals.
      iv. Manage data collection and reporting to DHCS.
      v. Administer other duties as needed.
   3. Manage funds provided by DHCS consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
   4. Provide regular reports to Participant and/or other public agencies with a right to such reports.
   5. Comply with CalMHSA's Joint Powers Agreement and Bylaws

B. Responsibilities of Participant:
   1. **Services Post-Contract Execution (Amendment)** - Submit a Work Order form for any additional professional service hour funding required by the Participant if identified post-contract execution.

2. Provide CalMHSA with a County Staff authorized to add services as needed and additional hourly funding over the term of this Agreement via a work order. Please identify your authorized county staff in Appendix B, with the following information:

   Name: Sheila Baker
   Title Deputy Director Behavioral Health and Recovery Services
   Phone 209-742-0932
   Email Address sbaker@mariposacounty.org

   Name: Lynn Rumfelt
   Title Administrative Analyst II
   Phone 209-742-0821
   Email Address lrumfelt@mariposacounty.org

   NOTE: Two people maximum.

1. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
2. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
3. Provide feedback on Program performance.
4. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is for 24 months.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

C. Participant may withdraw from the Program and terminate the Participation Agreement upon a 30-day notice written notice. Notice shall be deemed served on the date of mailing.

D. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

E. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the

administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated in Exhibit C, County Specific Scope of Work and/or Funding.

B. Payment Terms –

Administrative Fee –
Participant is subject to a 15% administrative fee not to exceed **$0** to be paid within 30 days of agreement execution as specified in Exhibit C or upon submission of a work order form for qualifying items, including the 80-hour Core Competency Training for Medi-Cal Peer Support Specialists, either as a bundle or standalone, and all training specialization courses are subject to the administrative fee.

Additional Items– For new added services, County shall pay the total funding amount as specified in Exhibit C in quarterly equal payments commencing thirty days after the execution of this Agreement. Funding shall be applied to service items as defined in Appendix A; however, it is understood the County will assess service needs over the course of time and will have the flexibility to allocate funding between services via a work order. These changes can only be made by the authorized staff per Section II. Responsibilities, A. Responsibilities of the Participant, item 3, of this Agreement.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

EXHIBIT C- County Specific Scope of Services and Funding

Deliverable	Cost	Due Date/Payment Method
Medi-Cal Peer Support Specialist Item Selection (Direct Expenses Total Funding Amount)	Not to Exceed $**0**	Participant will submit a Work Order Form (Appendix A) for all items purchased. CalMHSA will invoice for all items requested on a quarterly basis not exceeding the Direct Expenses Total Funding Amount.
CalMHSA Administrative Fee (15 of Direct Expenses Costs%) *	$**0**	Due 30 Days after Agreement Amendment Execution, or upon submission of a work order form for qualifying items, including the 80-hour Core Competency Training for Medi-Cal Peer Support Specialists, either as a bundle or standalone, and all training specialization courses are subject to the administrative fee
Total		

*Only applied to the 80-hour Core Competency Training for Medi-Ca Peer Support Specialists, either as a bundle or standalone, and all specialization training courses.

Initial Item Selection

Item	Cost	Quantity	Total
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	$1,850		
Application for Medi-Cal Peer Support Certification	$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist*	Not to exceed $1,600		
Specialization Training – Parent, Caregiver, Family Member Peer Course	Not to exceed $1,600		

Item	Cost	Quantity	Total
Specialization Training-Crisis Training Course (under development)	Not to exceed $1,600		
Specialization Training-Unhoused Training Course (under development)	Not to exceed $1,600		
Specialization Training - Justice-Involved Training Course (under development)	Not to exceed $1,600		
Medi-Cal Peer Support Specialist Certification Exam	$150/per attempt		
Exam Retake	$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	$80		
Reinstatement of Certification for Medi-Cal Peer Support Specialist	$80		
Training Providers			
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	$300		
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	$300/per specialized course		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	$300		
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal	$300		

Item	Cost	Quantity	Total
Peer Support Specialist (valid for 2 years from date of approval)			
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	$300		
Supervisor Training	$0		
Total	**$0**		

TEMPLATE ONLY FOR FUTURE USE – NOT REQUIRED FOR EXECUTION

APPENDIX A – Work Order Form

MEDI-CAL PEER SUPPORT SPECIALIST WORK-ORDER FORM			
ITEM	**PRICE**	**QUANTITY**	**TOTAL**
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	$1,850		
Application for Medi-Cal Peer Support Certification	$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to exceed $1600		
Parent Family Caregiver Specialization Training Course	Not to exceed $1600		
Crisis Specialization Training Course	Not to exceed $1600		
Unhoused Specialization Training Course	Not to exceed $1600		
Justice-Involved Specialization Training Course	Not to exceed $1600		
Medi-Cal Peer Support Specialist Certification Exam	$150/per attempt		
Exam Retake	$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	$80		
Reinstatement of Certification for Medi-Cal Peer Support Specialist	$80		

Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	$300		
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	$300		
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	$300		
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	$300		
Supervisor Training	$0		
Total Direct Expenses:			
Current Funds Available:			
New Item Request Total:			
Remaining Funds Available:			
Authorized Signatory:			
Signature:			
Alternative Authorized Signatory:			
Signature:			

*****NOTE: If the Participant is in need of additional services post-contract execution, the Participant must complete and submit a work-order form to CalMHSA found in Appendix A.**

APPENDIX B – Authorized Signatures

Please identify the authorized county staff with authority to make service hour requests and add funding as need by Participant.

Appendix A Authorized Signatory:

Name: Sheila Baker

Title: Deputy Director Behavioral Health and Recovery Services

Phone: 209-742-0932

Email Address: sbaker@mariposacounty.org

Signature: _____

Date: _____

Appendix A Authorized Signatory (Alternate):

Name: Lynn Rumfelt

Title: Senior Administrative Analyst

Phone: 209-742-0821

Email Address: lrumfelt@mariposacounty.org

Signature: _____

Date: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-296

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve First Amendment with Willow Glen Care Increasing the Amount by $250,000 for a New Amount Not to Exceed $400,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Willow Glen Care Increasing the Amount by $250,000 for a New Amount Not to Exceed $400,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.
In addition to increased daily rates imposed by Willow Glen, services under the current agreement have exceeded the anticipated amount and resulted in the amendment request.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County approved the current agreement with Willow Glen Care Center on July 12, 2022 through Resolution No. 2022-407.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the amendment is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

This contract will continue to be paid within HHSA's Health Services division budget unit. The cost will not exceed the daily rates mentioned in Exhibit B of the contract. There is no impact to the County General Fund.

ATTACHMENTS

1. **First Amendment - WGCC Agreement 2023**
2. **Willow Glen Care 2023 - Res. 2022-407-EXECUTED**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE 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 Willow Glen Care Center, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 12, 2022, wherein **Contractor** agreed to provide residential care services; and

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

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

1. Paragraph 3, "COMPENSATION," and Exhibit B, "COST Proposal," are hereby amended to provide that an additional $250,000 will be added to the original amount of $150,000, making the total compensation paid to Contractor the not to exceed amount of $400,000 and to provide the following increase in the rates: "*The daily residential care facility rate plan is tier-based and reflected in the table below for FY 2023. The monthly rates for Board and Care are $1,324.82 for clients with one check and $1,344.82 for clients with two checks.*"

Except as herein amended, the Agreement dated July 12, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____

Jeff Payne, Executive Director
Willow Glen Care Center

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-407

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Willow Glen Care Center to Provide Inpatient Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Willow Glen Care Center to provide inpatient mental health rehabilitation services for Mariposa County via Mariposa County Behavioral Health in an amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County approved the most recent agreement with Willow Glen Care Center through Resolution Number 2021-368 on June 22, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
This contract will continue to be paid within HHSA's Health Services division budget unit. The cost will not exceed the daily rates mentioned in Exhibit B of the contract. There is no impact to the County General Fund.

ATTACHMENTS:
Willow Glen Agreement 2023 - June 14 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, Miles Menetrey

REF ID# 13117

DV

AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Willow Glen Care Center ("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 residential care services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jeff Payne, Executive Director
Willow Glen Care Center

ATTEST:

DanielleyBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Introduction

The Willow Glen Care Center operates 24-hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the Elderly and a licensed 56 bed Adult Residential Facility, in Yuba City, California. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. The Center specializes in serving elderly and adults with dementia and other mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

The Center's facilities provide specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health Agencies or other community mental health providers to ensure that residents are placed in the program which best matches the resident's physical and mental health needs.

Admission Criteria

Willow Glen Care Center is intended for individuals who have an identifiable mental health condition or crisis, requiring temporary or long-term placement outside of their home. Willow Glen accepts "voluntary" and "conserved" elderly and adult residents who are referred from County Mental Health Agencies or community mental health providers who meet the admission criteria established for the program.

Programs

Intensive Residential Care Program

The Intensive Residential Care (IRC) Program is a program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, I.M.D. or State Hospital.

The IRC Program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

The primary objective of the IRC Program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.

Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.

Willow Glen Program

The Willow Glen Program is a program in the Willow Glen Care Center facility designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progressing to a lower level of care. The program will offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting. Continuous assessment of the long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.

Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated

Golden Beginnings Program

The Golden Beginnings program is a program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with dementia or chronic mental illness. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly mentally ill to recognize and cope with the challenges of aging with dementia or mental illness while preserving the residents' personal sense of dignity.

Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. Era familiar décor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.

Golden Beginnings is designed for long-term residents, however those residents requiring

temporary assistance for recovery from illness, or psychiatric emergencies, are also eligible for placement. Residents will be discharged or transferred from this program when the resident no longer requires specialty services or needs a higher level of medical or psychiatric care. The desired outcome for residents is a successful, stable placement in a long-term care program that provides a safe environment and specialty mental health services while assisting the resident to maintain a personal sense of dignity.

Rosewood Program

The Rosewood Program is an adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities into lower levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.

The program offers structure, support and guidance for the needs of each resident and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

The desired outcome for residents and their families is the resident's return to their home community or successful placement in a transitional or long term care program that provides a safe environment, specialty mental health services, self-respect and personal dignity and hope.

HIPAA Compliance

Willow Glen Care Center 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. Agrees to train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours (as defined by the HITECH Act).

Outgoing Patient Policy

Willow Glen Care Center agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

Exhibit B
COST PROPOSAL

The daily residential care facility rate plan is tier-based and reflected in the table below for FY 2023. The monthly rates for Board and Care are $1,069.37 for clients with one check and $1,089.37 for clients with two checks. Declaration evaluation costs are assessed at $150.00 per evaluation. These rates may fluctuate up to 10% based on the state approved rates in effect on the date of service. The total cost is not to exceed $150,000.

Number of Clients	Rate
0-69	$199.00
70-84	$185.00
85-100	$170.00

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-297

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with California State University, Stanislaus for Field Internship Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with California State University, Stanislaus for Field Internship Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Agreement will allow for the Health and Human Services Agency (HHSA) to work with CSU student interns currently enrolled in the Master of Social Work Program.

The Agreement is required by the University in order for the students to develop the discreet project work and outlines between the respective University and HHSA for course requirements.

The term of the agreement is May 1, 2023 through April 30, 2028.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved Learning Services Agreement with CSU on September 27, 2022 through Resolution No. 2022 - 558.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action would result in inability for HHSA to conduct internships under the program with CSU students.

FINANCIAL IMPACT

No impact as the Agreement does not require allocation of any County funds.

ATTACHMENTS

1. CSU Stanislaus Field Internship Agreement

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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

CALIFORNIA STATE UNIVERSITY, STANISLAUS
MASTER OF SOCIAL WORK PROGRAM
Field Internship Agreement

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, STANISLAUS,** hereinafter called the "University", and the Agency, **COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY AND THROUGH ITS HUMAN SERVICES AGENCY,** hereinafter called the "Agency", collectively together called "Parties".

WITNESSETH

WHEREAS, it is to the mutual benefit of the parties that students of the University's Social Work Program use the facilities of the Agency for their field internship program.

NOW, THEREFORE, in consideration of the conditions, and the stipulations hereinafter expressed and in consideration of the mutual benefits to be derived, the parties agree as follows:

PARTIES

UNIVERSITY: Trustees of the California State University
California State University, Stanislaus
One University Circle
Turlock, California 95382

AGENCY: County of Mariposa, a political subdivision of the state of California, by and through its Health and Human Services Agency
5362 Lemee Lane
Mariposa, CA 95338

TERM: May 1, 2023 through April 30, 2028.

AGENCY SHALL

1. Permit each student who is designated by the University to receive a social work field internship at the Agency and shall furnish, and permit such students and designated field instructors free access to appropriate Agency facilities for the field internship.

2. Furnish appropriate Agency facilities, in such a manner that there will be no conflict in the use between the University's students and students from other educational institutions, if any.

3. Maintain the Agency facilities used for the field internship in such a manner that the facilities shall be available to the students and field instructor when needed.

4. Assure that staff is adequate in number and quality to provide field instruction and to insure continuous management of the student program in cooperation with the Field Coordinator.

5. Provide the resources necessary to provide an educationally focused field internship in accordance with the policies and procedures of the social work program.

6. Provide office space, telephone access, supplies, and other materials to enable a student to function effectively in their placement.

7. Designate qualified field instructors, subject to approval of University Field Coordinator.

8. Assure that adequate time is available for student supervision, field instructor meetings, training, and orientation.

9. Adhere to policies and practices reflecting nondiscrimination applied to clients, staff, and students.

10. Not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.

11. Orient MSW students as to the role and responsibilities of students in the Agency.

12. Supervise all instruction and field internship experience given at the Agency to the assigned student.

13. Be responsible for the student's professional activities and conduct while in the Agency.

14. Have the right, after consultation with the University, to refuse to accept further placements of the University's students who in the Agency's judgment are not participating satisfactorily in the program.

15. Notify the University Field Coordinator and the field instructors, in advance, of any change in the Agency's personnel appointments which may affect the student field program.

16. Hold harmless, defend and indemnify University against all claims, demands, suits, judgments, expenses and costs of any kind and every kind, insofar as they may legally do so, on account of the injury to or death of persons or loss or damage to property arising in any manner out of the acts or omissions of Agency's officers, agents or employees in the performance of this Agreement.

17. Shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Agency shall also maintain and provide evidence of workers' compensation for its employees as required by law. Agency shall provide University with evidence of the insurance coverage as required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

18. Maintain a working and learning environment free from sexual harassment of its students, employees and those who apply for student or employee status.

19. Be aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Agency is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

UNIVERSITY, THROUGH THE MSW PROGRAM, SHALL

1. Designate the students who are enrolled in the Social Work Program of the University to be assigned for field internship at the Agency, in such numbers as are mutually agreed to by both parties.

2. In consultation and coordination with the Agency's representatives, establish a plan for the field internship to be provided to students. The plan will provide clear expectations and procedures for the implementation of the internship.

3. Provide the necessary faculty liaisons for the field internship program provided for under this Agreement.

4. Keep all attendance and academic records of students participating in the internship program.

5. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.

6. Require designated field instructors to notify Agency's representatives of the:
   a. Student placement schedule
   b. Placement of students in field assignments.
   c. Changes in field assignments.

7. In consultation and coordination with the Agency's administration staff there is the expectation that periodic conferences are routinely scheduled between the assigned faculty liaison and Agency staff to monitor and coordinate the field internship experience.

8. Provide and be responsible for the care and control of the University's educational supplies, materials and equipment, used for instruction during the program.

9. Orient and train field instructors as to the University's relevant academic policies and the social work program's curriculum focus; its policies, procedures, and philosophy.

10. Maintain formal communication with participating agencies with the ongoing expectation that faculty liaisons routinely meet with field instructors to ensure coordination and open communication.

11. Provide training to field instructors on the educational aspects of field instruction.

12. Provide ongoing support and assistance to field instructors, students, and agencies to promote an educationally based internship experience.

13. Hold harmless, defend and indemnify Agency against all claims, demands, suits, judgments, expenses, and costs of any kind, insofar as they may legally do so, on account of the injury to or death of persons or loss or damage to property arising in any manner out of acts or omissions of University officers, agents, employees or students in the performance of this Agreement.

14. Shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation as required by law. Upon request, University shall provide Agency with evidence of the insurance required under this paragraph, which shall provide for not less than thirty

(30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

15. Shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency.

GENERAL PROVISIONS

1. This Agreement may be terminated by either party after giving the other party six (6) months advance written notice of its intention to so terminate. Any such termination by the Agency shall not be effective, at the option of the University, for any student until such student has completed the program for the then current academic year.

2. The parties agree that Agency is not to assume nor shall it assume by this Agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University students or University instructors while said students or instructors are on the premises of the Agency or while performing any duty whatsoever under the terms of this Agreement or while going to or from any of Agency's facilities.

3. University shall inform each student regarding the lack of coverage for Worker's Compensation Insurance by either party.

4. All students shall be required, as a condition of participation in field internship, to release from liability the Agency and its representatives for any and all acts performed in good faith and without malice in connection with field internship.

5. This document contains the entire agreement and understanding of the parties and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing.

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

CALIFORNIA STATE UNIVERSITY, STANISLAUS

By:_____ Date: _____
Sheyenne Sousa
Procurement & Contract Services

COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY AND THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY

By:_____ Date: _____

Name: _____
Miles Menetrey

Title: _____
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-298

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients within Health and Human Services Agency, Establishing a total Amount Not to Exceed $7,500 and Extending the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients within Health and Human Services Agency, Establishing a total Amount Not to Exceed $7,500 and Extending the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Drugtech provides drug and alcohol testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA). Additional services and rates for those services are attached to the agreement as Exhibit "A". This original agreement occurred the period of July 1, 2021 through December 1, 2022. Since this does not align with the fiscal year, HHSA requests approval for the extension of the agreement term and establishment of a total amount. All future agreements with Drugtech will be on a fiscal year basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved a three-year agreement with Drugtech on December 17, 2019 through Resolution No. 2019-720.

The Board of Supervisors approved an agreement with Drugtech to provide drug and alcohol testing for HHSA clients on November 16, 2021 through Resolution No. 2021-627.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the amendment; have staff find another drug and alcohol testing company, however, a negative action could result in unpaid invoices.

FINANCIAL IMPACT

Funding is budgeted in the various affected funds.

ATTACHMENTS

1. **First Amendment - CWS Drugtech Toxicology Agreement**
2. **DrugTech 2022 - Res. #2021-627-EXECUTED**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR TESTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TESTING 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 Drugtech Toxicology Services, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated November 16, 2021, wherein Contractor agreed to provide testing services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

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. This amendment is not to exceed the amount of $7,500.
3. The costs must adhere to rates listed in Exhibit A for the term extended through June 30, 2023.

Except as herein amended, the Agreement dated November 16, 2021 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 1, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 1, 2022, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jill Craig Drugtech Toxicology Services, LLC.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-627

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Agreement with Drugtech Toxicology Services LLC

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Drugtech Toxicology Services LLC for drug and alcohol testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA) Effective July 1, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Drugtech provides drug and alcohol testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA). Additional services and rates for those services are attached to the agreement as Exhibit "A". This agreement is for the period of July 1, 2021 through December 1, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved a three-year agreement with Drugtech on December 17, 2019 through Resolution No. 2019-720.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement; have staff find another drug and alcohol testing company, however, a negative action could result in unpaid invoices.

FINANCIAL IMPACT:
Funding is budgeted in the various affected funds.

ATTACHMENTS:
Drugtech Agreement 2022 - Wcsignature (PDF)

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

RES. NO. 21-627

DRUGTECH TOXICOLOGY SERVICES, LLC

PO BOX 156 AHWAHNEE, CA 93601

Ph. 209.966.6454 800.362.0614 www.drugtech.com drugtec@sti.net fx. 209.966.6453

COMPANY/COLLECTIONS ONLY PROFILE

Company Name **The County of Mariposa** Date_____
(Company needing the testing)

Billing Address **P.O. Box 99, Mariposa, CA 95338**
(Please specify if test results need to be mailed to another address)

Company Location **Health and Human Servicea Agency, 5362 Lemee Lane, Mariposa, CA 95338**

Driving Directions (From Highway 99 or other Major Highway to Company)

Company Contacts/Authorized Personnel

Test Results-Contact **Eduardo Leanos, eleanos@mariposacounty.org**	Billing Contact **Sondra Meek, smeek@mariposacounty.org**
Phone **209 742 0893**	Phone **209 742 0929**
Cell **209 628 0342**	Cell
Alternate **Katherine Coggin**	Alternate **Lori Norman**
Phone **209 742 0962**	Phone **209 742 0851**
Cell **209 658 0751**	Cell
Fax	Fax
Email **kcoggin@mariposacounty.org**	Email **lnorman@mariposacounty.org**

Testing site - Authorized Personnel

Testing Contact **Jill Craig**
Phone **800 362 0614**
Cell
Alternate

Our Consortium provides a wide variety of services, which may not be listed in this contract. Please contact our office if you wish to inquire about our services.

DRUGTECH TOXICOLOGY SERVICES, LLC

PO BOX 156 AHWAHNEE, CA 93601

Ph. 209.966.6454 800.362.0614 www.drugtech.com drugtec@sti.net fx. 209.966.6453

Phone

Cell

Fax

Email

drugtech@sti.net

Please feel free to contact us with any questions.

Our Consortium provides a wide variety of services, which may not be listed in this contract.
Please contact our office if you wish to inquire about our services.

DRUGTECH TOXICOLOGY SERVICES, LLC

PO BOX 156 AHWAHNEE, CA 93601

Ph. 209.966.6454 800.362.0614 www.drugtech.com drugtec@sti.net fx. 209.966.6453

Collections Only Contract

This document constitutes an agreement between Drugtech Toxicology Services LLC, hereafter known as the Consortium and The County of Mariposa hereafter known as the Company and identifies specific responsibilities of each party.

1) The Consortium agrees to provide drug and alcohol testing under the following contract.

2) The testing for drugs will be by urine analysis. The urine will be collected by trained specimen collectors according to DOT procedures for collection and chain of custody requirements. Urine collections will be done at the work site if there are adequate facilities.
3) The alcohol testing will be done by breath analysis. The breath tests will be administered only by Certified Breath Alcohol Technicians AND Certified Calibration Technicians on the instruments used for testing. The instruments used will be Evidential Breath Testing instruments that are listed by the DOT approved instrument list. Breath alcohol test results will be reported on Breath Alcohol Forms for DOT and non-dot donors.

4) All collections will be done on our Chain of Custody unless one is provided by the donor/company. Please be advised that if the collection is done on our Chain of Custody the fee will be adjusted accordingly to include the cost to use our lab and MRO services. The company will need to provide a mailing label if using your Chain of Custody. You may send supplies to our office; we can carry to testing site.

5) In the event of an accident that requires Post Accident testing, testing staff will respond to the most appropriate location, such as the accident scene or hospital, and administer the required testing and collection.

6) The Company agrees to pay the invoice with in 10 days of receipt. A Late fee will be charged to each balance not paid in full with in 30 days of date on invoice. Unreasonable past due accounts will be sent to our collection agency, thus, ending this testing agreement.

7) This agreement may be terminated by either party by one party notifying the other party in writing 30 days in advance of the termination date, also, past due accounts can terminate this agreement.

8) Any appointment not kept or cancelled within a reasonable time (2 hr.) of the appointment, may result in a fee of $50.00.

9) A wait fee will be charged after the first half hour, if the company calls and requests a wait.

10) Drugtech will not transport any Mariposa client or worker in a Drugtech vehicle.

DRUGTECH TOXICOLOGY SERVICES, LLC

PO BOX 156 AHWAHNEE, CA 93601

Ph. 209.966.6454 800.362.0614 www.drugtech.com drugtec@sti.net fx. 209.966.6453

Urine Collection (your Chain of Custody) DOT or NON	$85	Mobile and Collection Site Collections
Urine Collection (our Chain of Custody) DOT or NON	$85	This includes Lab and MRO Services
Rapid Results	$55	Results within 5 Minutes (only sent to lab if requested when results are Non-Negative)
Non Negative Lab and MRO confirmation	$55	
Breath Alcohol Test (BAT) (same price your form or ours)	$40 w/urine collection $55 BAT only $45 Confirmation (results .002 or higher)	DOT approved Breath Alcohol Testing Device
Emergency After Hours Call out (after 6PM)	$200	Mobile Testing Fee only (no fee if collection site used)
Mileage fee	$.55	Mileage fee if applicable
No Show Fee	$50	No attempts to contact tester
Wait Fee	$50	Per 1/2 hour/ After 1st hour
Hair Faucal Testing	*$100.00*	-Mobile and Collection Site Collections

Jill Craig, Sales Representative

Drugtech Toxicology Service LLC

10/21/2021
Date

Marshall Long, Board of Supervisors Chair

County of Mariposa

11-16-21
Date

THE CONTRACT COMMENCES ON 7/1/2021 AND EXPIRES 12/1/2022 UNLESS BOTH PARTIES AGREE TO EXTEND EACH YEAR THERE AFTER.

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Our Consortium provides a wide variety of services, which may not be listed in this contract. Please contact our office if you wish to inquire about our services.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-299

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment with Today Is A New Day Increasing the Amount by $35,000, for a New Amount Not to Exceed $170,000, for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Today Is A New Day Increasing the Amount by $35,000, for a New Amount Not to Exceed $170,000, for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House. Service requirements were greater than anticipated, resulting in this request for additional funding to the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement for Today is a New Day Recovery Home was approved by the Board of Supervisors on June 28, 2022 by Resolution 2022-381.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, The County would be delinquent in meeting its financial obligations and increase the risk of HHSA not being able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **First Amendment - Today Agreement 2023**
2. **Today is a New Day - 2023 - Res. 2022-381 - EXECUTED**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY 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 Today Is A New Day Recovery Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 28, 2022, wherein Contractor agreed to provide residential recovery 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 $35,000 will be added to the original amount of $135,000, making the total compensation paid to Contractor the not to exceed amount of $170,000.

Except as herein amended, the Agreement dated June 28, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Jerry Johnson, Owner
Today Is A New Day Recovery Home

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-381

MEETING: June 28, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Today is a New Day Recovery Home Agreement to Provide Residential Care for Substance Abuse Clients

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Today is a New Day Recovery Home to provide residential recovery services for substance abuse clients referred by Mariposa County Health and Human Services and Mariposa County Probation in an amount not to exceed $135,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House.

The Agreement will be with Health and Human Services Agency (**HHSA**), in partnership with the Probation Department. The Probation Department will pay HHSA $2250 per month for individuals that are placed by the Probation Department. In the scenario where all five reserved beds are not fully utilized, HHSA and the Probation Department will split the cost of each unfilled held bed ($1125 per month per each unfilled bed for each organization). Probation will make quarterly transfers to HHSA upon invoice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for Today is a New Day Recovery Home was approved by the Board of Supervisors on June 22, 2021 by Resolution 2021-365.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The need for residential care for substance abuse clients remains strong for the upcoming fiscal year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT:
This contract will be paid with Substance Abuse Prevention and Treatment funds (SAPT) within the FY22/23 Alcohol & Drug budget unit 403 and fund transfers from Probation for Probation Clients. There is no impact to the County General Fund.

REF ID# 13009

ATTACHMENTS:
Today Is A New Day Agreement 2023 - May 4 2022v2 (PDF)

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

RES. NO. 22-381

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2022 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Today Is A New Day Recovery Home ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $135,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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 as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all 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 of willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Today Is A New Day
Recovery Home
9985A Ernst Road
Coulterville, CA 95311

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

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

vice chair

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jerry Johnson, Owner
Today Is A New Day Recovery Home

COUNTERSIGNED:
(Government Code §25103)

Deputy

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Today is a New Day Recovery home will provide two sober living homes, one for men and one for women. The services provided to participants will include:

- Room and Board
    - Clean and sober family oriented residential homes, contractors will ensure the transitional housing be secure, safe, and alcohol and drug free.
    - Peer Counseling
- Family Support
- Referrals to Community Partners
- Drug Court Support
- AA Meetings
- 12 Step Study
- Spiritual Recovery
- Life Skills Training and Support
- Anger Management Classes
- Hygiene Needs
- All Meals and Snacks
- Transportation to Mariposa twice per week
- Employment and Education Support
- Learning to work with animals
- An opportunity to learn job skills in various fields
- Coordination of Care with Probation and MCBHRS

CONTRACTOR will:

- Complete a system audit annually utilizing monitoring tool
- Only accept county placements utilizing the County Referral process and official placement letter.
- Ensure that all individuals in transitional housing are engaged in Substance Use Disorder Treatment, off site, at all times during the individuals stay.
- For each county placement provide a monthly progress report to the Substance Use Disorder Supervisor
- Ensure that prior to exiting the program (either successfully or unsuccessful) that each client has a transition plan. County will make available a team meeting within 7 days of request.
- Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA

- Provide the COUNTY a copy of statistical reports that are submitted to local, state or federal agencies for compliance or reimbursement purposes.

- All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

- Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

- Notify the County of verified breaches (as defined by the HITECH Act) immediately.

Contract Termination

Services provided by the contractor will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

F. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and

County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

H. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

I. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

J. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

K. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

N. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their

designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

O. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies 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 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

P. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

Q. Contract Monitoring

Contractor agrees to meet with MCBHRS no less than 1 time monthly for contract monitoring and programmatic progress.

R. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2).

S. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

T. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

U. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

V. Trading Partner Requirements

1. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

W. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

X. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

Exhibit B
COST PROPOSAL

Compensation

Today is a New Day Recovery Home will be paid a monthly rate of $11,250 (Annual rate of $135,000) to secure 5 beds in the sober living homes, inclusive of all services provided and outlined in Exhibit A. If the County does not fill all five beds they shall either remain open for future enrollment for County referrals, or sold back to the program at the daily rate of $75.00 per day or $2,250 per month, if filled by a participant not referred by the County. In the event that additional beds beyond the five are needed by the County, a daily rate of $75.00, prorated when appropriate, or a monthly fee of $2,250 per person will be paid to the Program.

The rates may fluctuate up to 10% based on state rate effective on the date of services.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-300

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Assistance Trust Budget and Increased Transfer Out Line in the 1991 Realignment Budget for Fiscal Year 2022-2023

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Assistance Trust Budget and Increased Transfer Out Line in the 1991 Realignment Budget for Fiscal Year 2022-2023.

Due to state regulation, all Public Assistance revenue must be placed into a trust account and transferred to operating budget after the assistance claim has been submitted to the state. Due to increased benefits in the CalWORKs program, the assistance trust revenues and associated transfers out need to be increased to allow for transfers of the increased revenues to the operating budget (1001-506). In addition, increased non-reimbursable disaster related costs require an increase in the realignment transfer out to the Social Service operating budget (1001-501).

BACKGROUND AND HISTORY OF BOARD ACTIONS

In normal course of business, the Agency must request Budget Actions to balance the various HHSA funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to complete necessary transfers and balance the budget in the affected funds for FY 22-23.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. Budget Action - Assistance Trust Budget and Realignment 1991

VOTE RESULT

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

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3363	506	45041	State Revenue	CWK	(210,000)	
3363	506	46031	Federal Revenue	CWK	(490,000)	
3363	506	80111	Transfer out	CWK	700,000	
1001	506	49101	Transfer in	CWK	(700,000)	
1001	506	60501	Client assistance payments	CWK	700,000	
3394	506	60201	Miscellaneous expense			200,000
3394	506	80111	Transfer out		200,000	
1001	501	49101	Transfer in		(200,000)	
1001	501	60535	Client-Temporary housing	COW	200,000	
				TOTALS	200,000	200,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 5/8/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-301

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment with CF Merced, LLC Increasing the Amount by $130,000, for a New Amount not to Exceed $330,000 for Psychiatric Hospitalizations; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $130,000 to a New Amount Not to Exceed $330,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement for this facility was approved by the Board on July 26, 2022 by Resolution Number 2022-439.

The Board of Supervisors approved the First Amendment to current agreement on December 13, 2022 through Resolution Number 2022-685.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, the placement options available to HHSA would be limited.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Second Amendment - CF Merced Agmt 2023**
2. **CF Merced 2023 (A01) - Res. 2022-685**
3. **CF Merced 2023 - Res. 2022-439 - EXECUTED**

VOTE RESULT

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

SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL 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 CF Merced, LLC (dba Merced Behavioral Center), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 26, 2022, wherein Contractor agreed to provide inpatient residential services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated December 13, 2022, wherein County agreed to pay additional cost rates in compensation; 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 $130,000 will be added to the original amount of $200,000, making the total compensation paid to Contractor the not to exceed amount of $330,000.

Except as herein amended, the Agreement dated July 26, 2022 and First Amendment dated December 13, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

CONTRACTOR

Jeri Allgood, Administrator
CF Merced, LLC

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-685

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
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.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to ensure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. Due to fluctuating economic conditions, CF Merced has experienced a significant increase in both labor and operation expenses. Through this requested resolution, Mariposa County Health and Human Services Agency (HHSA) will incur an additional 3.5% increase in daily, patch, and board rates to offset the burden and help CF Merced continue delivery of valuable services for our county clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on July 26, 2022 by Resolution Number 2022-439.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, the placement options available to HHSA would be limited.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
First Amendment - CF Merced Agreement 2023 Wcsignature (PDF)
First Amendment - Exhibit B CF Merced (PDF)

REF ID# 13556

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

RES. NO. 22-685

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES, is made and entered into this 13th day of Dec 2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and CF Merced, LLC (dba Merced Behavioral Center), hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 26, 2022, wherein **Contractor** agreed to provide inpatient residential 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 3.5% increase to the daily, patch, and board rates is being assessed (See *First Amendment – Exhibit B Cost Proposal* attached hereto).

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jeri Allgood, Administrator
CF Merced, LLC

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-439

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced, LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to ensure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on September 15, 2021 by Resolution Number 2021-508.

The Board of Supervisors approved the First Amendment on January 4, 2022 by Resolution Number 2022-8.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced Agreement 2023 - June 29 2022 (PDF)

REF ID# 13134

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

RES. NO. 22-439

AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2022 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CF Merced, LLC (dba Merced Behavioral Center) ("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 inpatient residential services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jeri Allgood, Administrator
CF Merced, LLC

COUNTERSIGNED:
(Government Code §25103)

~~Keith Williams~~ Danielle Bondshu
~~Interim~~ Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

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

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

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

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

Protected Health Information (PHI)

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

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

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

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

Outgoing Patient Policy

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

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

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

Exhibit B
COST PROPOSAL

Daily Rate: $218.47

Patch Rate: $360.00

Bed Hold Rate: $209.57
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $200,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Clay River to the Historic Sites and Records Preservation Commission as an At-Large Member and Appoint Jazzmyn Gegere as an At-Large Member Representing the American Indian Community of Mariposa County with Terms Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Clay River to the Historic Sites and Records Preservation Commission as an At-Large Member and Appoint Jazzmyn Gegere as an At-Large Member Representing the American Indian Community of Mariposa County with Terms Expiring February 28, 2026

BACKGROUND AND HISTORY OF BOARD ACTIONS

There are three applications to fill two vacancies.

River meets the qualifications and has expressed interest in serving on this Commission as an At-Large Member.

Gegere meets the qualifications and has expressed interest in serving on this Commission in the capacity of an At-Large Member representing the American Indian Community of Mariposa County and has been endorsed by the Southern Sierra Miwuk Council.

It is noted that an application was also received by Sandra Chapman, who is qualified and who had expressed interest in serving.

With this action there will be no vacancies.

Vacancies have been advertised according to the Maddy Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This Commission meets monthly. Without membership appointments being made, the commission may not have adequate representation and it can be more difficult to get a quorum.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230515 Clay River Redacted Application**

2. **230523 Jazzmyn Gegere Redacted Application**
3. **230517 Chapman Redacted Application**
4. **230406 HSRP Vacancy 2**
5. **230524 Recommendation email from Southern Sierra Miwuk Nation**

VOTE RESULT

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

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Historic Sites & Records Preservation Commission

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

Supervisorial District in which you Reside: 3

Length of Residency in the County: 4 Years

First Name: Clay

Last Name: River

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Full-Time

Employer's Name: Mariposa County Arts Council

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

My background and experience is in Cultural & historic preservation, I live and breath this work.

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

Juvenile Justice Commission
Arts Council Board
Mariposa Safe Families Board

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Bachelors and Masters in Education with a focus on Indigenous Curriculum Development and Cultural Preservation. I have lived and worked for many tribal Communities across the Country to ensure the preservation & practice of our culture

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

If Yes, please explain:

No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
✓ yes	Any day & time My schedule can accomodate this priority Seat.	Yes.

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: May 15, 2023 Signature: Clay River

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

recvd by Planning
5/23/23

Name of Board, Commission or Committee for which you are applying:
Historic Sites and Records Preservation Committee

Supervisorial District in which you Reside: 5

Length of Residency in the County: 12 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name:
Jazzmyn

Last Name:
Gegere

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: employed

Employer's Name:
The American Indian Council of Mariposa County

Employer's Address:
P.O. Box 186 Mariposa, CA 95338

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I wish to serve on this Committee due to my employment position as a Tribal Cultural Resource Preservation Department Manager and the need to know how TCR's are being preserved in our home county and ancestral homelands. I know there has been a seat designated for Tribal participation for many years.

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I currently am the Cultural Resource Preservation Department Manager for the SSMN. I've held this position since March of 2022. I regularly work with the Mariposa County Planning Department on Tribal Consultation requirements. During my time, in this position, I've learned a lot about CEQA requirements, Section 106 requirements, innovative mitigation methods, discovery plans and much more.
I've attended ACRA's Innovative Mitigation methods and approach to Section 106 Webinar, As well as, Cal Trans Cultural Subcommittee quarterly meetings. CTCSC recently hosted a webinar in which the effects of Climate Change and the impact on Cultural Resources was discussed.
I also live in Mariposa County and have strong ties to the Community, Tribal and non.

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

If Yes, please explain:

No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Fridays, in the morning and early afternoon.	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 5/17/2023 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED

MAY 17 2023

Mariposa County Planning Department

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Historic Sites / Records Preservation Commission

Supervisorial District in which you Reside: 3

Length of Residency in the County: Lifetime / Historical

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Sandra

Last Name: Chapman

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Self employed

Employer's Name: Sandy's Shear Country

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
Because I feel I want to be more involved again in our town. I was on the Board after Theo James - Vacated the Seat.

Please list prior/current appointments to other Boards/Commissions/Committees:
1999 Board Member Mariposa Distrg Museum - Treasurer (Past Chair)
Board Member Golden Agers - Low Wow Committee Past Chair)
Historical Site Commission
(Chair Assmn ATCHC) CERF

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Organizational Capacity Building Coaching - Collision Handler.
In Committees & Board Members.
Building relationships with Community and federal NPS relationships.
Born & Raised in Mariposa for 76 years.
Owners Operator of Business (Bear Country) over 30+yrs

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

If Yes, please explain:

No —

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Business Hours	Yes -

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 5/17/2023 Signature: Sandra Chapman

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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

NOTICE OF TWO (2) VACANCIES ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

Two (2) At Large vacancies currently exist on the Historic Sites and Records Preservation Commission.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at:
http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date:4/6/23 Deadline for Submission: Until filled

From: Tara Fouch-Moore <Secretary@southernsierramiwuknation.org>
Sent: Wednesday, May 24, 2023 8:52 AM
To: Carol Suggs <csuggs@mariposacounty.org>; Polina Pivak <ppivak@mariposacounty.org>
Cc: Mikey Goralnik <mgoralnik@mariposacounty.org>
Subject: Historic Sites and Records Preservation Commission

Hello Carol and Polina,

I understand that both Chairwoman Sandra Chapman and SSMN Cultural Preservation Officer Jazzmyn Gegere Brochini have submitted applications to sit on the Historic Sites and Records Preservation Commission.

Our Tribal Council has talked it over and, as Secretary of the Southern Sierra Miwuk Nation, I am sharing our preference that Jazzmyn Gegere be appointed to the Historic Sites and Records Preservation Commission representing the American Indian Community of Mariposa County.

Thank you,
Tara Fouch-Moore
Tribal Secretary & Project Manager
Southern Sierra Miwuk Nation
American Indian Council of Mariposa County
(209) 966-3245 | www.southernsierramiwuknation.org

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-302

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution to Amend the Bylaws for the Merced River Trail Community Working Group (CWG)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution to Amend the Bylaws for the Merced River Trail Community Working Group (CWG).

With the adoption of the Merced River Trail Vision Plan, it is necessary for the CWG to shift its mandate from developing the plan to supporting its implementation. The revised bylaws reflect this new mandate, which includes facilitating the implementation of specific recommendations from the Vision Plan which are appropriate for CWG expertise and action. The revised bylaws also create new ex-officio positions for each of the federal land management agencies with jurisdiction in the Merced River corridor.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2019-405 established the CWG to initiate the development of a coordinated plan for the Merced River Trail, ensuring focused dialogue among key stakeholders with the expertise needed to develop an effective plan. That effort was successful, and the Merced River Trail Vision Plan was adopted on March 21, 2023 (RES-2023-165).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative: Amend appointment recommendations.
Negative Action: Not amending the committee bylaws will result in the CWG not having authority to excersize a relevant work plan following the adoption of the Vision Plan.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Resolution Establishing the MRTCWG**
2. **Updated Bylaws**
3. **Bylaw Revision with Changes Tracked**

VOTE RESULT

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

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-405

MEETING: July 9, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Establish Merced River Trail Community Working Group

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing the Merced River Trail Community Working Group.

Several of the county's transportation planning efforts, including Mariposa's Bicycle and Pedestrian Transportation Plan (2011), Regional Transportation Plan (2012), and SR-140 Route Concept Plan, recognize the Merced River Trail as a critical Class I multi-use active transportation resource for the community. The project is also recommended in the community development framework established by the Economic Vitality Strategy (2017).

Currently the County does not have a coordinated plan to achieve this transformative project.

The formation of a citizen's committee is an excellent way to initiate the development of such a plan, ensuring focused dialogue among key stakeholders with the expertise needed to develop an effective master plan and, ultimately, implement the Merced River Trail project. Though formal citizens groups typically serve advisory functions in Mariposa County, the Merced River Trail Community Working Group will be tasked with aiding in the production of content for the Merced River Trail Master Plan. The group's name reflects this distinction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 26, 2018, the Board of Supervisors authorized the Planning Department to submit an application to the National Parks Service's Rivers, Trails, and Conservation Assistance (RTCA) program. The purpose of this grant was to provide preliminary planning assistance that would support a future comprehensive master plan for the river corridor. This application was successful, and to date, the program has provided substantial assistance towards this goal.

On October 23, 2018, the Board of Supervisors received an update from the Planning Director on progress related to the Merced River Trail. This included a discussion of

the importance of a coordinated master plan to guide future decisionmaking related to the Merced River Trail project.

This project, or elements of this project, are addressed in the following:

2006 - General Plan (Conservation Element and Regional Tourism Element)

2011 - Bicycle and Pedestrian Transportation Plan

2012 - Regional Transportation Plan

2017 - Economic Vitality Strategy

2018 - Strategic Framework

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in less community dialogue in the future development of the Merced River Trail Master Plan, and will limit implementation of the Merced River Trail project.

FINANCIAL IMPACT:
Direct financial impact on the General Fund is not anticipated as a result of the activities of this committee.

ATTACHMENTS:
190625 Draft Resolution (DOCX)
PUBLIC INPUT - Letter from Merced River Conservation Committee dated July 8, 2019 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 19-405 **A RESOLUTION ESTABLISHING THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP TO PROVIDE TECHNICAL EXPERTISE AND GUIDANCE ON THE DEVELOPMENT OF THE MERCED RIVER TRAIL MASTER PLAN**

WHEREAS, the Merced River Trail has been recognized as a critical Class I multi-use active transportation resource in Mariposa's Bicycle and Pedestrian Transportation Plan (2011), Regional Transportation Plan (2012), and SR-140 Route Concept Plan; and

WHEREAS, the project is also recommended in the community development framework established by the Economic Vitality Strategy (2017); and

WHEREAS, the county's participation in the National Parks Service's River, Trails, and Conservation Assistance program has generated substantial content to support a comprehensive planning effort for the Merced River Trail; and

WHEREAS, a coordinated and focused strategy is needed to both articulate a shared community vision for the Merced River Trail, and grapple with a range of technical and logistical issues associated with the project; and

WHEREAS, dialogue between diverse community stakeholders and expertise from within our community is essential to shaping that community vision and solving complicated questions associated with project implementation.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Merced River Trail Community Working Group as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in *Exhibit A* attached hereto and incorporated herein.

ON MOTION BY Supervisor Long, seconded by Supervisor Cann, this resolution is duly passed and adopted this 9th day of July, 2019 by the following vote:

AYES: SMALLCOMBE, JONES, LONG, CANN, MENETREY

NOES: NONE

EXCUSED: NONE

ABSTAIN: NONE

Miles Menetrey, Chair
Board of Supervisors

ATTEST:

René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Exhibit A

BOARD OF SUPERVISORS Resolution No. 19-405
Merced River Trail Community Working Group

1. Purpose and Functions

The purpose and functions of the Merced River Trail Community Working Group shall be as follows:

a. Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

b. Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

c. Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

d. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

2. Membership

The Merced River Trail Community Working Group shall be established with nine (9) voting members as follows:

a. Representatives should be selected from or represent the following groups in Mariposa County:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations and the general public, including trail advocates and outdoor recreation enthusiasts

b. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors, Planning Commission and/or county staff as appropriate.

3. Term and Manner of Appointment

Appointments to the Merced River Trail Community Working Group shall be made by the Board of Supervisors based on the recommendation of the Planning Director or designee.

Initial appointment of Committee members shall be as follows:

Four (4) members: three (3) year term
Three (3) members: four (4) year term
Two (2) members: five (5) year term

After the initial appointments, all terms will be for three (3) year periods.

The Board of Supervisors may remove at any time and without cause any member of the Merced River Trail Community Working Group. All terms shall expire upon the last day of July of the appropriate year.

4. Participation By Member Required, Vacancy

If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the

Merced River Trail Community Working Group by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

The Board of Supervisors shall fill any vacancy in the Merced River Trail Community Working Group membership for the unexpired term.

5. Selection of Officers

At its first meeting, the Merced River Trail Community Working Group shall elect a Chair, Vice - Chair, and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

6. Duties of Officers

The chair shall preside at all meetings of the Merced River Trail Community Working Group and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice-chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the Merced River Trail Community Working Group.

7. Meetings and Quorum

The Merced River Trail Community Working Group shall hold its first meeting at the call of the Planning Director or designee. The Merced River Trail Community Working Group shall establish a meeting schedule as appropriate to accomplish its purpose.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any Merced River Trail Community Working Group business at a regular meeting or special meeting.

Notice of Merced River Trail Community Working Group meetings shall be posted and published not less than 72 hours prior to the date of the meeting at the following locations:

a. Mariposa County Website locations: Planning; and

b. The meeting location.

The Planning Director or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Meetings of the Merced River Trail Community Working Group shall be subject to the provisions of the California Open Meeting Law (Brown Act).

8. Administration and Support

a. County staff shall provide support to the Merced River Trail Community Working Group. The Planning Director or designee shall be the lead member of County staff responsible for supporting the Merced River Trail Community Working Group. The Planning Director or designee shall be empowered to call upon appropriate departments to provide information required to assist the Merced River Trail Community Working Group in carrying out its designated responsibilities.

b. The Planning Director or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.

c. In the event that the Merced River Trail Community Working Group does not appoint a secretary, the Planning Director or designee shall be responsible for audio recording the meetings, archival storage of electronic recordings, and preparation and publication of summary minutes for Merced River Trail Community Working Group approval.

Merced River
Conservation Committee

July 8, 2019

Ms Rene La Roche, Clerk of the Board
Mariposa County Board of Supervisors
PO Box 784
Mariposa, CA 95338

SUBJECT: Board Meeting 07-09-2019 Resolution "Establish Merced River Trail Community Working Group"

Dear Ms La Roche:

The Merced River Conservation Committee (MRCC) is a local volunteer organization of members interested in the Merced River watershed and its future, based in Mariposa County. Their principal interests are fisheries and aquatic habitat, trail and boating recreation, and historic sites. MRCC members enjoy fishing, rafting, and hiking on the Merced River and are interested in the long-term restoration and protection of the Merced River and its watershed. Their involvement has been and is with projects that protect and enhance the Merced River Watershed, from its headwaters to the Bay-Delta.

MRCC was established in 2006 in preparation and response to the Merced River Hydroelectric Projects' Federal Energy Regulatory Commission relicensing process, initiated in 2008 by Merced Irrigation District and Pacific Gas and Electric projects. The Committee, and its members, have participated and intervened in the License proceedings on behalf of natural, recreational, and historical resources of the Merced River. It has collaborated in the FERC process with a large number of Relicensing Participants, with co-joining interests in Merced River resources, and other San Joaquin and Sacramento River watersheds, affected by hydropower facilities and operations.

We support the resolution and encourage the Board of Supervisors to adopt the resolution and plan for ongoing efforts to move the Merced River Trail from a dream to reality.

Sincerely,

Michael Martin

Michael Martin, Ph.D., Director
PO Box 2216
Mariposa, CA 95338
Email: mmartin@sti.net

Cc: Ralph Mendershausen, MRCC
Jeff Gabe, MRCC
Chairman, Board Miles Menetrey
Supervisor Rosemarie Smallcombe
Supervisor Kevin Cann
Mikey Goralink

Exhibit A

Article 1 – Purpose and Authority

Section A – The committee is established under authority of Resolution 2019-405. The purpose of the committee is also focused by Resolution 2023-16 which adopted the Merced River Trail Vision Plan on March 21st, 2023.

Section B – Its purpose is to:

- Support implementation of the adopted Merced River Trail Vision Plan, with an emphasis on the following actions of the plan;

    a. Action 1.1: Route the trail so that it bypasses the communities of El Portal and Foresta

    b. Action 2.2: Collaborate with the Bureau of Land Management and Merced Irrigation District to install a trail crossing over the North Fork of the Merced River and the mainstem of the river at Sherlock Creek

    c. Action 2.4: Work with the US Forest Service to formally designate the historic railroad grade within Stanislaus National Forest jurisdiction as a trail with design parameters that align with the natural character recommended in the Merced River Trail Vision Plan

    d. Action 3.3: Establish principles of trail maintenance that stress use of basic natural materials, and minimize scenic impacts for trails and bridges

    e. Action 4.1: Identify opportunities through universities and non-profits to extend wildlife management and research activities such as invasive species eradication, native species reintroduction, wildlife species surveys, and potential extension of genetics studies

    f. Action 4.2: Identify and map wildlife use patterns, and evaluate appropriate and effective mitigation measures to avoid impacts of trail use on wildlife

    g. Action 4.3: Ensure that the trail is designed and maintained by agency-appropriate standard trail plans and specifications to reduce soil erosion, minimize the potential for social trails, and ensure compliance with agency requirements for natural surfacing

    h. Action 4.5: Collaborate with agency partners to study, evaluate, and recommend mitigation measures for existing capacity, and limitations of current and future trail-supporting resources, including trash collection, bathrooms, and parking at the Briceburg and Bagby trailheads

    i. Action 4.6: Support agency partners in the study, evaluation, and future mitigation needs for issues of law enforcement, fire issues, human waste and trash, illegal camping, and trail degradation, and seek funding/personnel to provide future services, commensurate with future use

j. Action 5.1: Review, summarize, and make publicly available current land management agency decisions determining public access on BLM, USFS, and NPS portions of the Merced River Trail

k. Action 5.2: Seek written input from new user groups on the minimum adjustments to their needs required to establish and maintain their safe use of trail segments, addressing access issues, infrastructure, trail work, group size, sanitation, and signage

l. Action 8.1: Support the establishment of (an organization) which can acquire, allocate, and manage the resources necessary for the trail's long term success.

- Advise on and contribute to any needed updates to the Vision Plan as needed, with the understanding that significant updates or revisions will not take place until at least March 21, 2028; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding Merced River Trail Vision Plan implementation

Section C – The Merced River Trail Community Working Group is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – The Merced River Trail Community Working Group is a Planning Department managed committee which functions to advise and make recommendations to the Board of Supervisors. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Merced River Trail Community Working Group is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Merced River Trail Community Working Group is limited to 14 members in accordance with the establishing authority. This includes 9 voting members as follows:

Representatives should be selected from the general public, and have expertise in trail building, trail maintenance, ecological conservation/restoration, relevant scientific disciplines such as wildlife biology, botany, and ecology, visitor use management, stewardship and citizen science, and other topics that are relevant to the Merced River Trail Vision Plan.

Membership also includes two (2) Ex-Officio (non-voting) members from the Board of Supervisors, Planning Commission and/or county staff as appropriate, and one (1) Ex-Officio (non-voting) member from each of the federal agencies with jurisdiction over the trail corridor (Bureau of Land Management, US Forest Service, and National Park Service).

Section B – Each term is for a period of three years. Appointments to the Merced River Trail Community Working Group shall be made by the Board of Supervisors based on the recommendation of the Planning Director or designee.

Section C – If a member of the Merced River Trail Community Working Group is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

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

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

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

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

Article 4 – Meeting Procedures

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

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

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the American's with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Planning Department at 209-966-5151.

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

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten

minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

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

Section E – The Chairperson shall be the Presiding Officer at all Merced River Trail Community Working Group meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

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

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

Exhibit A

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Article 1 – Purpose and Authority

Section A – The committee is established under authority of Resolution 2019-405. The purpose of the committee is also focused by Resolution 2023-16 which adopted the Merced River Trail Vision Plan on March 21st, 2023.~~.~~

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Section B – Its purpose is to:

- ~~Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;~~
- ~~Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;~~
- ~~Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and~~
- ~~Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.~~
- Support implementation of the adopted Merced River Trail Vision Plan, with an emphasis on the following actions of the plan;
    a. Action 1.1: Route the trail so that it bypasses the communities of El Portal and Foresta
    b. Action 2.2: Collaborate with the Bureau of Land Management and Merced Irrigation District to install a trail crossing over the North Fork of the Merced River and the mainstem of the river at Sherlock Creek
    c. Action 2.4: Work with the US Forest Service to formally designate the historic railroad grade within Stanislaus National Forest jurisdiction as a trail with design parameters that align with the natural character recommended in the Merced River Trail Vision Plan
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    e. Action 4.1: Identify opportunities through universities and non-profits to extend wildlife management and research activities such as invasive species eradication,

native species reintroduction, wildlife species surveys, and potential extension of genetics studies

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g. Action 4.3: Ensure that the trail is designed and maintained by agency-appropriate standard trail plans and specifications to reduce soil erosion, minimize the potential for social trails, and ensure compliance with agency requirements for natural surfacing

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l. Action 8.1: Support the establishment of (an organization) which can acquire, allocate, and manage the resources necessary for the trail's long term success.~~Support the establishment of an organization to serve as a Merced River Trail conservancy which can acquire, allocate, and manage the resources necessary for the trail's long-term success~~

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- Advise on and contribute to any needed updates to the Vision Plan as needed, with the understanding that significant updates or revisions will not take place until at least March 21, 2028; and
- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding Merced River Trail Vision Plan implementation

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Section C – The Merced River Trail Community Working Group is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – The Merced River Trail Community Working Group is a Planning Department managed committee which functions to advise and make recommendations to ~~ory to~~ ~~the~~

~~Planning Department and~~ the Board of Supervisors~~.~~ ~~only.~~ Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Merced River Trail Community Working Group is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Merced River Trail Community Working Group is limited to ~~11~~ 14 members in accordance with the establishing authority. This includes 9 voting members as follows:

Representatives should be selected from the general public, and have expertise in trail building, trail maintenance, ecological conservation/restoration, relevant scientific disciplines such as wildlife biology, botany, and ecology, visitor use management, stewardship and citizen science, and other topics that are relevant to the Merced River Trail Vision Plan.

Membership also includes two (2) Ex-Officio (non-voting) members from the Board of Supervisors, Planning Commission and/or county staff as appropriate, and one (1) Ex-Officio (non-voting) member from each of the federal agencies with jurisdiction over the trail corridor (Bureau of Land Management, US Forest Service, and National Park Service).

Section B – Each term is for a period of three years. Appointments to the Merced River Trail Community Working Group shall be made by the Board of Supervisors based on the recommendation of the Planning Director or designee.

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Section C – If a member of the Merced River Trail Community Working Group is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

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

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

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

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

such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

Article 4 – Meeting Procedures

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

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

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the American's with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Planning Department at 209-966-5151.

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

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

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

Section E – The Chairperson shall be the Presiding Officer at all Merced River Trail Community Working Group meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-303

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Res 2023-201: Board approved an agreement with WRT, Inc to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting

Res 2022-419: Board adopted a resolution approving the submittal of an application for a Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in less funding for the contractor, leading to lower quality outputs for the project.

FINANCIAL IMPACT

If approved, this amendment will not impact the County's general fund.

ATTACHMENTS

1. **Board Resolution and Agreement**
2. **Amendment**
3. **Budget Action Form**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Wayne Forsythe

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

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MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-201

MEETING: April 11, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Mariposa Creek Parkway Phase III Hillside Trails Consultant Contract

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with WRT to Conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($496,800).

In July 2022, the Board authorized application for a grant from the Sierra Nevada Conservancy's Vibrant Recreation and Tourism grant program that would support the planning, preliminary design, and permitting work necessary to install a trail or trails that connect the Phase III segment of the Mariposa Creek Parkway to Highway 140/Martin Road. The amount of the grant was approximately $496,800, with no required match.

This project has been identified in the Mariposa Creek Parkway Master Plan and the Recreation and Resiliency Plan as an ideal opportunity to coordinate new recreational trails and connections with projects that contribute to ecological stability and community resiliency. The premise of the project is that trail(s) that connect to the Parkway can expand recreational experiences in the Town of Mariposa (for visitors and residents), while supporting vegetation management, erosion reduction, and wildfire risk reduction objectives. If funded, this project will only impact publicly owned property in the area, and not the privately owned parcels.

In 2020, this property was acquired by the County through a grant in partnership with the Sierra Foothills Conservancy with the aspiration that this project be advanced within it. In 2021, the County received funding from the Caltrans Active Transportation Program (ATP; $4.4M) and the Wildlife Conservation Board Riparian Restoration grant program (WCB; $415K), and the US Economic Development Agency (EDA; $671K) to advance elements of the master plan's vision for this site. Receiving funding from the SNC grant at this time would both leverage those existing investments, and provide for cost savings and efficiencies with the current and ongoing work on the site.

The grant application was successful, and the County plans to use the funding from that grant, through a sole source procurement process, to hire a consultant team led by WRT, who directed the development of the Mariposa Creek Parkway Master Plan, is currently leading the design and planning of the Phase III trailhead (EDA project), and

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is a central subconsultant for the Mariposa Creek Parkway Phase III construction project (ATP project) and the Mariposa Creek Parkway Phase III riparian restoration project (WCB project).

The rationale for this decision involved several considerations. First, WRT is deeply enmeshed in this project. In addition to serving as the prime consultant for the development of the Mariposa Creek Parkway Master Plan, where this project was first identified and developed, they are currently leading the design and planning of the EDA project, and is central subconsultant for the ATP and WCB projects. Additionally, WRT's proposed subconsultants for this project include the Sierra Foothills Conservancy and Provost and Pritchard, each of whom have been and currently are either subconsultants or prime consultants for each of these other ongoing Phase III implementation efforts. Importantly, the County's proposal for the grant that is funding this effort leverages an existing SFC grant (Sierra Nevada Conservancy Regional Forest and Fire Capacity Program Grant).

There are deep synergies and overlaps between the scopes of work for these many projects, both resulting in efficiencies that help ensure an effective project, and guarantee that any other contractor would no doubt have to coordinate with WRT, SFC, and Provost and Pritchard on nearly all aspects of the project scope. This means that WRT, SFC, and Provost and Pritchard are each already in a central, leadership role for the project, which justifies the sole source method of procurement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2022-419: Adopt a Resolution Approving the Submittal of an Application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Planning Director to Sign Future Grant-Related Documents, If Awarded (Subject to Approval as to Legal Form by County Counsel).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the Planning Department having to seek and contract with another, likely less qualified team to implement this project.

FINANCIAL IMPACT:
There will be no impact to the General Fund, as the project is grant funded and matching funds will be staff time and other already-secured grant funding. Fund is set up with revenue of $496,800. See attached Budget Action Form.

ATTACHMENTS:
Professional Services Agreement (DOCX)
Hillside Trails Map(PDF)
MPSA CREEK PKWAY PIII BAF (PDF)
230404 Contracting Memo (DOCX)

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

AGREEMENT FOR HILLSIDE TRAIL PLANNING AND PERMITTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of April 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, Inc. ("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 April 11, 2026, whichever is earlier.

2. SERVICES

Contractor shall perform community planning and design 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 $432,000.00. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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. Limit requirements can be satisfied with a combination of primary and excess policies.

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(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 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

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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, except for Professional Liability (Section 4.A.(4)) and Subcontractors will secure no less than $1,000,000 per claim or occurrence, $1,000,000 aggregate. 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, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions or intentional acts 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 of willful acts. Contractor has no obligation to pay for any defense costs prior to a determination of liability.

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

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Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Jim Stickley

COUNTY:
Mikey Goralnik

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WRT, Inc.
478 Tehama Street, Suite 2B
San Francisco, CA 94103

County of Mariposa
PO Box 2039
Mariposa, CA 95338

12. STANDARD OF CARE

Contractor shall provide all services consistent with the skill and care ordinarily provided by other members of the same profession in the same or similar locality under the same or similar circumstances. Any representation by Contractor, or statement of duty or commitment with respect to the Contractor's performance of services that may be construed as a warranty or guaranty, is not a warranty or guaranty, but is an obligation of the Contractor to comply with the Standard of Care in order to endeavor to satisfy the representation, or statement of duty or commitment.

13. 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.

14. 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

15. ENTIRE AGREEMENT AND MODIFICATION

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

16. ENFORCEABILITY AND SEVERABILITY

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

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17. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." 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.

18. NO WAIVER

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

19. DISPUTES

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

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

20. CAPTIONS

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

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21. NUMBER AND GENDER

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

22. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

23. SUCCESSORS AND ASSIGNS

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

24. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

25. OTHER DOCUMENTS

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

26. CONTROLLING LAW

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

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27. AUTHORITY

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

28. NEGOTIATED AGREEMENT

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

29. NO RELIANCE ON REPRESENTATIONS

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

30. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with the Standard of Care in Section 12 as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

31. FUNDING AVAILABILITY

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

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

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
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Miles Menetrey, Chair
Mariposa County Board of Supervisors
Commission

CONTRACTOR

DocuSigned by:
James K Stickley
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Jim Stickley, Principal,
WRT, Inc.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

DocuSigned by:
Danielle Bondshu
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APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

DocuSigned by:
Steve Dahlem
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Exhibit A
SCOPE OF WORK

Project Intent

The project will connect the existing and in-progress trail and open space network with the adjacent Mariposa County Park and ridgeline above town. This will close the gap in the community's recreation profile while contributing to local wildfire risk reduction priorities. A critical priority in the Mariposa Creek Parkway Master Plan is to establish connections between Mariposa and popular recreation areas by linking the Creek Parkway to existing and future trails such as the Merced River Trail (in BLM and USFS jurisdiction) and the Bear Creek Trail (adjacent to USFS jurisdiction). These and other trails- including those in the proposed project- would contribute to a regional network of recreational trails that provide access into Yosemite National Park from downtown Mariposa.

The completion of this project will allow the County of Mariposa to continue its efforts towards integrating the Mariposa Creek Parkway into the larger regional and national recreational trail network. The project will both catalyze recreational connections to neighboring federal public lands, and further establish a standalone recreation amenity in the town of Mariposa, with benefits for both the local economy and the resiliency of the local landscape.

Project Outcomes

The project will result in the essential planning and design documents necessary to implement the construction of a ridgeline trail and trailhead facility. The work plan applies services from multidisciplinary consultants, including landscape architects, civil engineers, environmental planners, and others as needed to develop a site-specific trail and trailhead facility design. Trail and facility design will be informed by a qualified surveyor, civil engineer, and soil engineer if needed. CEQA compliance will be completed for the future recreation enhancement construction and will include archeological and biological surveys.

The proposed activities will build upon the extensive planning already completed for the Parkway corridor, build on current momentum on Parkway recreation and environmental enhancements, and leverage SNC funding from the RFFCP grant program to achieve discrete and varied benefits to Mariposa's outdoor recreation economy and landscape. The project will result in a specific on-the-ground project that will be immediately ready for implementation, which will aid in securing future funding for construction.

Project work will consist of 7 discrete tasks:

Task 1: Existing Conditions Analysis

This task includes:

- a site survey, including high-resolution drone imagery
- completion of a planning context and supporting documentation review document, to cover:
    - Previous and ongoing Mariposa Creek Parkway planning and design initiatives
    - The Mariposa County Recreation and Resiliency Plan

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- Prevailing county planning milestones, such as the Mariposa County General Plan, Mariposa Town Plan, Mariposa County Economic Vitality Strategy, and other documents as needed
- Completion of an opportunities and constraints document, which will assess opportunities and considerations for achieving the project's green infrastructure, resiliency, and nature-based solutions objectives, in an effort to drive an underlying "Recreation +" design concept, where trails and amenities align with wildfire risk reduction strategies and provide ecological benefits
- Team site visits as needed

Timeline
Site Survey: completed 6/15/2023
Planning Context review: 9/15/2023
Opportunities and Constraints Analysis: completed 12/15/2023

Task 2: Community Engagement
This task includes:

- an on-site community visioning workshop during the conceptual design period;
- an online survey or similar engagement program to solicit additional input from the community on topics such as trails, signage/interpretation, and/or ecological performance;
- key stakeholder focus group meetings
- tribal outreach and collaboration in coordination with the Sierra Foothills Conservancy's RRFCP-funded work with the Southern Sierra Miwuk Nation

Timeline
In-Person: completed 3/31/2024 (to enable sharing of Concept Plan)
Online: completed 12/31/2024
Tribal participation: completed 4/4/2026

Task 3: Conceptual Design
This task builds off the Existing Conditions Analysis, and continues exploring and diagramming the site with an eye toward trail alignment and feasibility, understanding vegetative management strategies, wildfire risk reduction, preliminary programming at the trailhead, and connectivity into the Mariposa Creek Parkway, to propose an initial concept for project considerations such as:

- trail alignment (ground truthing and feasibility)
- trailhead facility programming and spatial arrangements (bubble diagram)
- understanding necessary infrastructural improvements that will be required
- vegetation management areas and revegetation objectives

Anticipated deliverables include GIS analysis/mapping and documented field work to explore and confirm site conditions and conceptual design pragmatism, grading feasibility studies, and concept-level graphics such in multiple perspectives to communicate conceptual design intent, and an illustrative site plan.

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Additionally, work in this task will involve synthesizing the outcomes of engagement activities, existing conditions analysis and Conceptual Design. The schematic design phase of the project will begin with the approved concept from earlier in the task and refine the design as it relates to the forms, materials, planting character, furnishings and site elements design, lighting considerations, grading, trail cross-sections, and architectural trailhead pavilion concepts. The team will prepare a Schematic Design Narrative that conveys the design. This narrative will be referenced as supporting documentation and rationale for permitting and Design Development documents, providing an agreed-upon record of design intent.

Timeline
Conceptual Design package: completed 3/31/2024
Schematic Design 30% package: completed 9/30/2024

Task 4: Permitting & Compliance
This task includes:

- CEQA approvals and filing
- biological, archeological, and cultural surveys and other required specialist reports
- Other required permits from relevant agencies as determined

Timeline
Completed permitting and compliance, including CEQA review: completed 3/31/2025

Task 5: Design Development
This includes detailed trail and trailhead design, native planting restoration design, design for amenities and furnishings, advanced grading design, and a design development-level construction cost estimate.

Anticipated deliverables include 60% sheet set, with sheets including but not limited to:

- Grading
- Materials
- Planting
- Tree removal/vegetation management
- Civil engineering
- Architecture
- Relevant standard details
- Outline technical specifications

Timeline
Completed 65% design package: completed 6/1/2025

Task 6: Additional Studies and Supplemental Reports
This task includes:

- Production of a signage and wayfinding plan, including location maps, description of signage types and content, summary of signage construction methods, and cost estimate

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- Completion of a trail maintenance, monitoring, and management plan, to include considerations and methods for maintaining both the trail and the project's landscape restoration components
- Preparation of a Resiliency and Green Infrastructure report, which summarizes the project's resiliency benefits in terms of wildfire risk reduction, habitat enhancement, erosion control, and other benefits

Timeline
Signage and Wayfinding Concept: completed 9/30/2025
Trail Maintenance, Monitoring, and Engagement Plan: completed 9/30/2025
Resiliency and Green Infrastructure report: completed 9/30/2025

Task 7: Construction Documentation
This task includes the project's design documentation, finalizing design documentation and specifications, preparing bid documents, and securing local approval for the completed design (adoption by the Mariposa County Board of Supervisors).

Timeline
100% Construction and Bid Documents: completed 12/31/2025
Local Approvals: completed 4/4/2026

Additionally, the consultant team will support county staff with the preparation of required six-month grant progress reports and the final project report with performance measures reporting.

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Exhibit B
COST PROPOSAL

	Task		Total SNC Costs
1	**Existing Conditions Analysis**	$	35,000
	Line Item Costs:		
1a	Site Survey (inc. drone imagery)	$	15,000
1b	Planning Context / Supporting Documentation Review	$	10,000
1c	Team Site Visit	$	5,000
1d	Opportunities & Constraints Analysis	$	5,000
2	**Community Engagement**	$	40,000
	Line Item Costs:		
2a	On-site community visioning workshop	$	15,000
2b	Online survey	$	5,000
2c	Key stakeholder focus group meetings	$	10,000
2d	Tribal outreach and coordination	$	10,000
3	**Conceptual Design (30%)**	$	70,000
	Line Item Costs:		
3a	Synthesize engagement and existing conditions analysis	$	5,000
3b	GIS Analysis	$	5,000
3c	Field Work	$	5,000
3d	Grading feasibility studies	$	10,000
3e	Trail alignment planning	$	10,000
3f	Trailhead facility concept	$	20,000
3g	Conceptual plan graphics	$	15,000
4	**Permitting & Compliance**	$	65,000
	Line Item Costs:		
4a	CEQA approvals and filing	$	35,000
4b	Biological, archeological, and cultural surveys and specialist reports	$	30,000
5	**Design Development (65%)**	$	105,000
	Line Item Costs:		
5a	Trail design (cross section, width, material, identity elements)	$	15,000
5b	Trailhead facility design development	$	25,000
5c	Native Planting Restoration Design	$	15,000
5d	Design for associated features/amenities/furnishings	$	15,000
5e	Planning for connections to adjacent resources/parcels	$	10,000
5f	Advanced grading design	$	15,000
5g	Project Cost Estimate (2 iterations)	$	10,000
6	**Additional Studies & Supplemental Reports**	$	22,000
	Line Item Costs:		
6a	Signage and Wayfinding Concept	$	10,000
6b	Trail maintenance, monitoring, and management plan	$	12,000
7	**Construction Documentation**	$	95,000
	Line Item Costs:		
7a	Finalize design documentation	$	65,000
7b	Town/County approvals and permitting	$	15,000
7c	Preparation of bid documents	$	15,000
	TOTAL DIRECT COSTS	$	432,000

DocuSign

Certificate Of Completion

Envelope Id: 32397408D56E459CABA97A2EA4B0DEBA
Status: Completed
Subject: Complete with DocuSign: 23-201 Professional Services Agreement 3-29-23.pdf
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/11/2023 12:45:42 PM Viewed: 4/11/2023 1:19:51 PM Signed: 4/11/2023 1:20:01 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 174.193.52.240 Signed using mobile	Sent: 4/11/2023 1:20:03 PM Viewed: 4/11/2023 3:00:14 PM Signed: 4/11/2023 3:00:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/11/2023 3:00:38 PM Resent: 4/12/2023 12:03:59 PM Viewed: 4/13/2023 12:08:29 PM Signed: 4/13/2023 12:08:34 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
James K Stickley jstickley@wrtdesign.com Vice President & Assistant Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: James K Stickley 6718FAE6B9AF422... Signature Adoption: Pre-selected Style Using IP Address: 89.102.212.69	Sent: 4/13/2023 12:08:36 PM Resent: 4/20/2023 7:23:03 AM Viewed: 4/24/2023 9:52:33 AM Signed: 4/24/2023 9:53:14 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/24/2023 9:52:33 AM ID: 9ff60429-6de6-4383-b1fc-9d4587df26d9		
Steve Engfer sengfer@mariposacounty.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/24/2023 9:53:17 AM Viewed: 4/24/2023 9:58:43 AM Signed: 4/24/2023 9:59:13 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2023 9:58:59 AM
ID: b36e3091-1450-41b9-b2c9-9f8b2145691e

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2023 12:45:42 PM
Certified Delivered	Security Checked	4/24/2023 9:58:43 AM
Signing Complete	Security Checked	4/24/2023 9:59:13 AM
Completed	Security Checked	4/24/2023 9:59:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT, is made and entered into this 6th day of June 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and WRT, Inc. , hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated April 11th, 2023 , wherein Contractor agreed to provide Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project design and permitting 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:

Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $40,000 will be added to the original amount of $432,000, making the total compensation paid to Contractor the not to exceed amount of $472,000 .
Except as herein amended, the Agreement dated April 11th, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Jim Stickley, Principal
WRT, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 1/17/2023

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3498	249	45547	One-Time State Grants	Mariposa Creek Parkway Phase 3 Hillside	($496,800)	
3498	249	60302	Design, Architectural, Engineering Services		$432,000	
3498	249	511111	Extra Help		$64,800	
TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					$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 transferring appropriation from Contingencies;

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

JUSTIFICATION:

The county will be getting grant reimbursement. (SNC, Vibrant Recreation and Tourism)

DEPARTMENT HEAD _____ DATE 3/30/23

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-304

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Authorize the Planning Director to Conduct Negotiations, Sign and Submit all Documents, Including, But Not Limited to Agreements, Amendments, and Payment Requests, which may be Necessary for the Completion of the Grant Scope for the California Automated Permit Processing Program (CalAPP- for Automated Permitting of Small Residential Solar Projects), (Subject to Approval as to Legal form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Authorize the Planning Director to Conduct Negotiations, Sign and Submit all Documents, Including, But Not Limited to Agreements, Amendments, and Payment Requests, which may be Necessary for the Completion of the Grant Scope for the California Automated Permit Processing Program (CalAPP- for Automated Permitting of Small Residential Solar Projects), (Subject to Approval as to Legal form by County Counsel).
Budget actions necessary to create the budget group through the Auditors Office and CAO would occur following the agreement authorization.

BACKGROUND AND HISTORY OF BOARD ACTIONS

CalAPP - Solar Permitting application grant program.
A funding opportunity from the California Energy Commission (CEC) to assist in the process of creating an automated permit processing program for small residential solar installations was announced. The Regional Council of Rural Counties assisted through notification to rural counties of the opportunity to gain funds to support streamlining permitting of small solar installation projects throughout the state.

The program is called the California Automated Permit Processing Program or CalAPP. Senate Bill 129 (Skinner, Budget Act of 2021) appropriated $20 million in funding to the California Energy Commission (CEC) to support a funding opportunity for the program pursuant to its purpose. This funding could be used by any city or county planning to create an automated permitting system.The program allows for the use of the CalAPP software or an alternative. The Tyler Permitting software is such an alternative.

Awards range from $40,000 to $100,000 and are based on the unincorporated county population. Reimbursements will occur as soon as the program is in place and will be available until May 31, 2027. No match is required. As of March 1st, 111 cities and counties and seven of our RCRC counties have received an award. With Mariposa County's population of 17,045 est. $40,000 was available for the implementation of the program.

Planning learned of the application through the RCRC notification to the CAO, Dallin Kimble and also

the Board Chair, Miles Menetrey. Planning consulted with the Building Director on the opportunity, and Planning submitted the application, as the timeframe for solicitation closed on May 1, 2023.

We were awarded $40,000.00 and that will be utilized for implementation of the solar permitting option through the Tyler development permitting software project currently underway.

No past Board actions have occurred regarding this grant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Another signature authority is authorized.
No signature authority would result in the inability to execute the needed agreement for the award.

FINANCIAL IMPACT

Income of $40,000.00 to Planning Department Budget. Budget group actions will follow after completion of grant agreement.

ATTACHMENTS

1. CALAPP GRANT AGREEMENT WITH ATTACHMENTS

VOTE RESULT

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

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
County of Mariposa	**APP-22-215**
ADDRESS	AGREEMENT TERM
5100 Bullion Street, PO Box 2039 Mariposa, CA 95338	**05/04/2023 to 05/31/2027** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work	Page(s): 4
Exhibit B – APP General Terms and Conditions	Page(s): 5
Exhibit C – Contact List	Page(s): 1

REIMBURSABLE AMOUNT	$ 40,000
MINIMUM MATCH SHARE REQUIRED	$ 0
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH	$ 40,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME		NAME	
Adrienne Winuk			
TITLE		TITLE	
Contracts, Grants, and Loans Office Manager			
CALIFORNIA ENERGY COMMISSION ADDRESS			
715 P Street, MS 18, Sacramento, CA 95814			

ATTACHMENT 01
Grant Application Form – EXHIBIT A

California Automated Permit Processing (CalAPP) Program

1. APPLICANT INFORMATION (REQUIRED)

Jurisdiction Name (please use full legal name as it would appear on the executed grant): Mariposa County
Jurisdiction Type (select one): ☐ City ☒ County ☐ City and County
Current Estimated Population State of California Department of Finance Demographics (https://dof.ca.gov/forecasting/Demographics/): ☒ Less than 50,000 ☐ From 100,000 to 200,000 ☐ From 50,000 to 99,999 ☐ Greater than 200,000

Project Manager *(serves as point of contact for all communications)*	Name	Steve Engfer
	Street Address	5100 Bullion Street, PO BOX 2039
	City and Zip Code	Mariposa, CA 95338
	Phone Number	(209) 966-5151
	E-Mail Address	sengfer@mariposacounty.org

2. FUNDING (REQUIRED)

Assigned Maximum Grant Amount (select ***one***)

☒ **Group 1 ($40,000):** Population less than 50,000

☐ **Group 2 ($60,000):** Population from 50,000 to 99,999

☐ **Group 3 ($80,000):** Population from 100,000 to 200,000

☐ **Group 4 ($100,000):** Population greater than 200,000

3. PROJECT INFORMATION (REQUIRED)

A. Online, automated solar permitting platform to be adopted:

☐ SolarAPP+

☒ Other. If selected, complete Section 4 ("Additional Information")

B. Please select allowable budget item(s) anticipated to be used (Select at least one):

☐ Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

☒ Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

☒ Ongoing staff training and education, specific to the platform

☒ Ongoing training events for local installers, specific to the platform

☒ Essential hardware or equipment necessary to support adoption of the platform

☒ Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

C. Estimated Project Timeline*

*Enter actual dates if activities already began

Activity	Date (Month/Year)
Begin Development/Pilot	May 2023 (Tyler Energov Project underway)
Full Adoption	September-December 2024
Staff Training	Est. June, July, August 2024
Training for Local Installers	Est. July, August 2024

4. ADDITIONAL INFORMATION (if applicable)

NOTE: Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review	☒ Yes	☐ No
Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs	☒ Yes	☐ No
Supports immediate generation of a permit job card following payment confirmation	☒ Yes	☐ No
Blocks noncompliant applications from receiving a permit	☒ Yes	☐ No
EITHER: 1) Stand-alone permitting tool; **OR** 2) Integrates with current software and inspection platform already in use	☒ Yes	☐ No

5. REPORTING (REQUIRED)

Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity. Please indicate your acceptance of these terms.	☒ Yes	☐ No

6. CERTIFICATION (REQUIRED)

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Steve Engfer
Title:	Planning Director
Phone Number:	(209) 966-5151
E-mail Address:	sengfer@mariposacounty.org
Date:	April 18, 2023
Signature of Authorized Representative:	

NOTE: Do not overlap signature with surrounding border lines.

California Automated Permit Processing (CalAPP) Program
ATTACHMENT 2 – Terms and Conditions

Added language appears in **bold underlined** font and deleted language appears in strikethrough and within square brackets.

1. Background and Authority for this Grant

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

2. Documents Incorporated by Reference and Priority

Incorporated by reference into this agreement are the following documents:

A. Grant Funding Opportunity (GFO) 21-402.
B. Recipient's application to CalAPP.

As between and the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

3. Budget, Invoices, and Payments

a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.

d) Unallowable costs include:
- Software not related to the adoption of a qualifying online, automated permitting platform.

- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following

has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

[~~By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:~~

1) ~~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 as required by Government Code Section 8355(a).~~

2) ~~Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:~~

   ~~• The dangers of drug abuse in the workplace;~~
   ~~• The person's or organization's policy of maintaining a drug-free workplace;~~
   ~~• Any available counseling, rehabilitation, and employee assistance programs; and~~
   ~~• Penalties that may be imposed upon employees for drug abuse violations.~~

3) ~~Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:~~

   ~~• Will receive a copy of the company's drug-free policy statement; and~~
   ~~• Will agree to abide by the terms of the company's statement as a condition of employment on the project.~~]

~~In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.~~

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

8. Accounting and Audit

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. Public Works

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

12. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. Independent Capacity

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

14. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. Access to Sites and Records

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. Termination Without Cause

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

18. Third-Party Beneficiary

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

19. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

Exhibit C
CONTACT LIST

California Energy Commission	Recipient
Commission Agreement Manager: Adam Van Winkle California Energy Commission 715 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 891-9060 e-mail: adam.vanwinkle@energy.ca.gov	**Project Manager:** Steve Engfer, Planning Director 5100 Bullion Street PO Box 2039 Phone: (209) 966-5151 e-mail: sengfer@mariposacounty.org
Confidential Deliverables/Products California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814	**Administrator:** Dallin Kimble, CAO 5100 Bullion Street, 2nd Floor PO BOX 784 Phone: (209) 966-3222 e-mail: dkimble@mariposacounty.org
Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov	**Accounting Officer:** Luis Mercado, Auditor 4982 10th Street PO Box 729 Mariposa, CA 95338 Phone: (209) 966-7606 e-mail: lmercado@mariposacounty.org
Legal Notices: Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov	**Recipient Legal Notices:** Steve Dahlem, County Counsel 5100 Bullion Street, 2nd Floor PO BOX 784 Phone: (209) 966-3222 e-mail: sdahlem@mariposacounty.org

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Magnum Godfrey and Jim Patton to the Coulterville Planning Advisory Committee with Terms Expiring February 28, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Magnum Godfrey and Jim Patton to the Coulterville Planning Advisory Committee with Terms Expiring February 28, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Appoint Magnum Godfrey and Jim Patton to the Coulterville Planning Advisory Committee withTerms Expiring February 28, 2025..

Godfrey and Patton both meet the qualifications and have expressed interest in serving on this committee.

There are currently four vacancies on this Committee. With this action there will be two vacancies.

Vacancies have been advertised according to the Maddy Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This Commission meets as needed. Without membership appointments being made, the committee may not have adequate representation and it can be more difficult to get a quorum.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230517 Magnum Godfrey Redacted Application**
2. **230525 Jim Patton Redact Application**

VOTE RESULT

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

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

RECEIVED

MAY 17 2023

ADMINISTRATION

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
COULTERVILLE TOWN PLANNING

Supervisorial District in which you Reside: 2

Length of Residency in the County: 40 YRS

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name:
MAGNUM

Last Name:
GODFREY

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: seasonal

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
to protect coultervilles history and historical preservation

Please list prior/current appointments to other Boards/Commissions/Committees:
coulterville town planning
mariposa business committee

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

previous tpa member
previous town business owner
property owner
long time resident /owner

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

If Yes, please explain:

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

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 5/10/23 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED

MAY 25 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: COULTERVILLE T. P. A.

Supervisorial District in which you Reside: 2 - POE

Length of Residency in the County: 10 YEARS

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: JIM

Last Name: PATTON

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: YES

Employment Status: RETIRED

Employer's Name:

Employer's Address:

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
TO HELP PRESERVE OUR COMMUNITY

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

SECRETARY FOR I.O.O.F. COULTERVILLE FOR 4 YEARS
VOLUNTEER FOR COULTERVILLE CEMETARY
VOLUNTEER FOR LOCAL COYOTE FEST
VOLUNTEER FOR LOCALS NEEDING ANY HELP.
WITH YARD CLEAN UP, HOME REPAIRS
VOLUNTEER FOR LOCAL ROAD CLEAN UP.

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

NO If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):** ANY	**Do you have transportation?** YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 5-24-23 Signature: James D. Patt

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-305

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Art Baggett as Planning Commissioner for District I for a Term Coinciding with the Term of the District I Supervisor, Rosemarie Smallcombe, Expiring January 4, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Art Baggett as Planning Commissioner for District I for a Term Coinciding with the Term of the District I Supervisor, Rosemarie Smallcombe, Expiring January 4, 2027.

This action is based on the recommendation of the District I Supervisor.

Mr. Baggett meets the qualifications and has expressed interest in serving on the Planning Commission.

Pursuant to County Code, the terms of members of the Planning Commission coincide with the term of the supervisor of the district which the member represents.

This special vacancy was created when the previous Planning Commissioner for District I, resigned mid-term.

This vacancy has been advertised according to the Maddy Act.

With this action there will be no vacancies on the Planning Commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2023, the Board of Supervisors accepted the previous District I Planning Commissioner's resignation effective May 31, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not appointing a Planning Commissioner for District I would result in the district not having representation on the Planning Commission.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230512 Baggett Redact App**
2. **230519 Notice of Special Vacancy - District I Planning Commissioner**

VOTE RESULT

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

RECEIVED

MAY 12 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Planning Commission

Supervisorial District in which you Reside: 1

Length of Residency in the County: 49 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Art

Last Name: Baggett

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Retired / self

Employer's Name: self

Employer's Address: above

Day Telephone Number:

Cell Phone Number:

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

My wife, children, and grandchildren reside in the County. I would like to help keep the County environmentally & economically sustainable for their futures.

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

Chair Merced River Trail Committee
Vice Chair Mariposa County Water Agency Advisory C.
Past County Supervisor District 1987-1995

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I have lived, worked, raised a family, and been an active member of the County since ~~coming~~ moving here in December of 1973. I have been a building contractor, designer, attorney in private practice, and mountaineering guide and educator. See resume for academic & work, and volunteer background.

I have always worked to achieve solutions to problems through collaboration and consensus.

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

If Yes, please explain: No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
✓	all	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 5/4/2023 Signature: [signature]

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

SUPPLEMENTAL QUESTIONS FOR
APPLICATION FOR PLANNING COMMISSIONER
Please submit a completed standard application form along with this supplement for consideration.

Qualifications: Applicant needs to be a qualified elector and reside within the Supervisorial District (see map).

Name of Applicant: Art Baggett Application for District: 1

Do you reside in the District? Yes Are you a qualified elector in the District? Yes

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

Protecting the rural character of Mariposa County for my kids and grandchildren and all others that live here while helping to ensure that there remain jobs and a sustainable economy to allow them to remain.

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

Yes. County Supervisor for 2 terms
Currently Chair of Merced Trail Committee and Vice Chair Mariposa Wide Agency Advisory Board

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.

Time Commitment – To serve effectively, a certain amount of time is needed. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Preparation time is required prior to meetings.

Please confirm that you will be able to accommodate the Planning Commission in your schedule. Please describe any time constraints that would prevent you from attending Planning Commission Meetings on a regular basis, or from spending the time necessary before meetings to review the extensive materials which can be part of the agenda packets.

Yes - Retired

Conflict of Interest – If appointed to the Planning Commission, are you aware of any current activities, interests or associations of that you are involved with that might conflict with your unbiased service on the Commission? Please explain how you would resolve any apparent conflicts.

No. We do own property in the county I have worked as Builder, Developer, + designer but no longer active

Additional sheets may be attached to the application to respond to the questions. A resume or letter of interest may also be attached to the application.

The completed application must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Rene' LaRoche at rlaroche@mariposacounty.org If you have any questions regarding Planning Commission responsibilities or qualifications please contact the Planning Department at 209-966-5151.

Signature

5/4/2023
Date

Arthur G. Baggett, Jr.

Telephone: (W)
(C)

Education:

2002 -2009, National Judicial College, Continuing Legal Education, Reno, Nevada.
2001 –2011, Dividing the Waters, Symposia for Western States Water Judges.
1993 – San Joaquin College of Law, Fresno, California, J.D., with Distinction
Member Law Review, Delta Kappa Phi, Hollis Best Senate
Inducted as Distinguished Alumni (2017)
1980 – Antioch University, Yellow Springs, Ohio, M.S. Environmental Studies/Ecosystem Management.
1973 -- University of Cincinnati, Cincinnati, Ohio, B.S. Summa cum Laude, 1973.

Government Experience:

2011-present

AG Baggett and PJ Weber, Inc.
Consultants in water, education and resources
Specialize in mediating water and environmental disputes

2011-2017,
Senior Consultant, Kennedy Jenks Consultants (Engineers and Scientist)
San Francisco, California.

1999 –2011, Chair and Board Member, State Water Resources Control Board,

Attorney, qualified in the field of water supply and water rights.
Appointed by Governor Davis and Governor Schwarzenegger.
The Board is responsible to protect, preserve, and restore the beneficial uses of the waters of California and provide for their equitable use under the public trust. Served as hearing officer on numerous water right and water quality proceedings including the Imperial Irrigation District-San Diego Water Authority transfer, Santa Ana River proceedings, Phase 8 of the Bay-Delta Water Rights hearing and Lake Arrowhead. As Chair, I was responsible to report to the Governor with recommendations on water related legislation, a budget of over one billion dollars per year, operations of an agency of over 3,000 employees in 13 offices.

2004 – Present, Pacific Stewardship Council

as represent of the California Public Utility Commission
Vice President-Treasure, 2004-2008
2008 – Present, President
The Stewardship Council was created as a result of the Pacific Gas and Electric bankruptcy settlement to recommend how to manage over 170,000 acres of PG&E land, and allocate one hundred and twenty million dollars on youth investment projects in northern California.

1986 – 1994 County of Mariposa, Mariposa, California

County Supervisor, elected June 1986 and re-elected 1990
California Energy Commission Local Government Advisory Board (Chair)
California Council on Biodiversity (Founding member)
Mariposa County Water Agency (Chair)
Mountain County Water Association (Director)
Mountain Counties Air Basin (Chair)
National Association of Counties
Regional Council of Rural Counties (Executive Board)
Rural County Solid Waste Joint Power Authority (Founder and Chair)
San Joaquin Air Study Basin (Chair)
Yosemite Area Regional Transportation System (YARTS) Founder and Chair

Publications and Presentations:

2011- The Future of Urbanization in California: Balancing Regional Sustainability and Urban Water Supplies, Stockholm Water Institute
2010 Legal and Environmental Issues in Interbasin Water Transfers, Stockholm Water Institute
1999 – Present, Speaker at numerous American Bar Association and California Bar Association Conferences on Water Rights and Water Quality Law.
1996 – Home Rule: Practical and Legal Aspects for Local Government and Public Agencies.
1995 – Paper and Keynote Speaker: Fire and the Ecosystem: Smoke and the Clean Air Act.
1993 – Paper: Strict Liability and Crop Dusting.
1993 – Law Review Article: "Only Congress Can Prevent Forest Fires: Prescribed Fire and the 1990 Clean Air Act".

Other Experience:

2020-present, PSIA certified nodic ski instructor for Bear Valley Adventure Company
2009- 2012, Adjunct Faculty, National Judicial College, Reno
2003 – Present, Adjunct Professor of Law, San Joaquin College of Law, Fresno: Water Law, Environmental Law, Environmental Law Practice.
1994 – 1999, Arthur Guy Baggett, Jr., Attorney at Law: General Law practice Mariposa extensive water and business practice
1980 – 1994, Arthur G. Baggett, Design and Construction: designer, builder and developer. General, plumbing and electrical contractor. Specalizing in active and passive solar systems.
1980 – 1983, Fresno State University, Department of Chemistry Adjunct Professor.
1978 – 1981, University of California, faculty of Sierra Institute: I taught multi-week classes in field ecology in California and Glacier Bay, Alaska.
1975 – 1981, Guide for Yosemite Mountaineering School, Robbins Mountain Shop
1974 – 1978, Yosemite Institute, Faculty.
1975 – 1976, Los Gatos High School, Summer Faculty.

Community Activities and Hobbies

Recipient Friends of the River Life Time Achievement Award
Sierra Foothill Conservancy, former Board Member
California Water Institute Advisory Council
Yosemite/Mariposa Rotary Club, Past President, Paul Harris Fellow
California Futures Institute, Board of Directors
Boy Scouts of America: Executive Committee Yosemite Area Council, Eagle Scout
Yosemite Winter Club,
High Odyssey Ski Expedition (1999).
Skied the John Muir Trail, 1975 and 2008.
Backpacked the 2040 mile Appalachian Trail, 1973.
Scuba diver, PADI Certified Dive master.
Play guitar, banjo, and mandolin

Family:

Reside in El Portal and Yosemite since 1973
Phyllis (Wife, retired public school principal), Children and Granddaughters live in Midpines.

NOTICE OF SPECIAL VACANCY

PLANNING COMMISSION - DISTRICT I COMMISSIONER

Current vacancies:
One (1) member from Supervisorial District I

Please be advised that effective May 31, 2023 there will exist a vacancy on the MARIPOSA COUNTY PLANNING COMMISSION for the Commissioner representing Supervisorial District I. Applicants are now being sought for appointment by the Mariposa County Board of Supervisors to fill the position. This vacancy is to fill an unexpired term that will run concurrent to the District I Supervisor and will expire on January 04, 2027.

The purpose of the Commission is to conduct public hearings and act upon applications for subdivisions, use permits and variances; make environmental determinations in accordance with the provisions of the California Environmental Quality Act; act on appeals from decisions or determinations made by the Planning Director; and make recommendations to the Board of Supervisors on general plan and zoning amendment proposals. The Commission may also undertake special studies and prepare regulatory program recommendations as requested by the Board of Supervisors.

Appointed Commissioners must take an Oath of Office, file an annual Statement of Economic Interest with the Mariposa County Clerk, and attend Harassment Training within six months of taking office then every two years thereafter.

Qualifications:

Applicants must be qualified electors of Mariposa County and must reside within District I

To apply:

Individuals interested in serving on the Mariposa County Planning Commission must submit an application to Danielle Bondshu, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to dbondshu@mariposacounty.org. An application form and a map showing the boundaries of District I are available on-line at www.mariposacounty.org/planning or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA. Open until filled.

Posted May 10, 2023

Mariposa County Clerk
Mariposa County Library
Mariposa County Planning Department
Mariposa County Web Site

Wawona Post Office
Midpines Post Office
El Portal Post Office
Fish Camp Post Office

cc: Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-306

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Budget Action Transferring Funds from Probation AB109 Fund 3432 to Public Works Capital Improvement Fund 5501 ($67,135) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from Probation AB109 Fund 3432 to Public Works Capital Improvement Fund 5501 ($67,135), (4/5ths Vote Required)

The Probation Department is beginning preliminary design of new office space. A contract has been executed with the KPA Group. Work includes Project Management, Site Investigations and Existing Conditions Assessment, Space Programming, Concept Design and Construction Estimates. Fixed assets are tracked in Capital Improvement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board of Supervisors adopted Resolution 23-99 approving Task Order No. 1 with KPA Group to develop concepts for a new Probation Department facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would delay payment to the A&E consultant and billing for staff time until the Board provided alternative direction.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. Budget Action

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3432	224	70111	AB109			$67,135
3432	224	80111	Transfer Out - General		$67,135	
5501	350	49101	Transfer In - General		($67,135)	
5501	350	70111	Community and Office Buildings		$67,135	
TRANSFER BETWEEN FUNDS						
5501	350	49101	Transfer In - General		($67,135)	
5501	350	70111	Community and Office Buildings		$67,135	
				TOTALS	$67,135	$67,135

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or 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: Transfer funds from Probation into Capital Improvements for preliminary design contract with KPA Group

RYAN DUPHART, ASSISTANT CHIEF PROBATION RD

CAO SIGNATURE DATE:

AUDITOR SIGNATURE DATE

5501 Capital Improvements

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	June 6, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Appoint Mike Guenther to the Water Agency Advisory Board as a Member Representing District II with a Term Expiring June 6, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Mike Guenther to the Water Agency Advisory Board as a Member Representing District II with a Term Expiring June 6, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Water Agency Advisory Board was created on September 20, 1977 by Mariposa County Water Agency Resolution Number 23. Per that Resolution, the Water Agency Advisory Board shall consist of five (5) members appointed, one from each Supervisor District by the sitting Supervisor and approved by the Board of Supervisors and two At-Large members, appointed and confirmed by the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will continue to be a vacancy in District III.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mike Guenther ap redacted**

VOTE RESULT

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

RECEIVED

APR 20 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: WATER AGENCY ADVISORY BOARD

Supervisorial District in which you Reside: DISTRICT 2

Length of Residency in the County: ELEVEN YEARS

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: MIKE

Last Name: GUENTHER

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: RETIRED

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I HAVE AN INTEREST IN WATER ADMINISTRATION, ITS FUNDING AND DROUGHT MANAGEMENT. STORAGE PROJECTS UTILIZING COUNTY WATER SOURCES FOR REMOTE SUPPLIES FOR FIRE SUPPRESSION AND COMMUNITY RESERVES. ALSO USE OF FUNDS AND PROJECTS CONNECTED TO THE MID SETTLEMENT.

Please list prior/current appointments to other Boards/Commissions/Committees:
I WAS APPOINTED TO THE MARIPOSA COUNTY GRAND JURY. 2021-2022 DID NOT COMPLETE A FULL TERM DUE TO PERSONAL ISSUES DEPARTING IN MARCH 2022. I SUBMITTED ALL MY WORK UP TO THAT TIME FOR CONSIDERATION AND INCLUSION IN THE FINAL REPORT.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I WAS A FORMER COMMITTEE MEMBER OF THE MODESTO ART COMMISSION CONCERNED WITH ARTIST/ART SELECTION FOR COMMUNITY PROJECTS AND INSTALLATION. I WAS INVOLVED IN ADVERTISING AND MARKETING WITH SAVEMART SUPERMARKETS AND I AM A NAVY VETERAN. WHILE I HAVE LIMITED EXPERIENCE REGARDING COUNTY WATER ADMINISTRATION, EXPENDITURES AND PROJECTS, I'M WILLING TO LEARN FROM MY COMMITTEE PEERS AND SEEK OUT INDIVIDUALS WITH KNOWLEDGE AND EXPERTISE ON WATER ISSUES WITHIN THE REVIEW AND CONSIDERED FOR ACTION BY THE WATER AGENCY ADVISORY BOARD. IN ADDITION TO LOCAL NEEDS, NATIONAL AND STATE CONNECTIONS TO RESOURCES AND FUNDS NEED TO BE EXPLORED AND UTILIZED.

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

If Yes, please explain: NO.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
N/A	I HAVE NO TIME RESTRAINTS.	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 4/20/2023 Signature: Michael D. Guenther

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Appoint Catherine Chase to the Parks and Recreation Commission as a Member Representing District III with a Term Expiring December 31, 2027; and Re-Appoint Stacy Dayoff Representing District I, Deni Smith Representing District IV, and Amber Chambers as an At-Large Member, to the Parks and Recreation Commission with Terms Expiring December 31, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Catherine Chase to the Parks and Recreation Commission as a Member Representing District III with a Term Expiring December 31, 2027; and Re-Appoint Stacy Dayoff Representing District I, Deni Smith Representing District IV, and Amber Chambers as an At-Large Member, to the Parks and Recreation Commission with Terms Expiring December 31, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This commission has not met since 2019. Four members expired in 2021 and three expired in 2022. We would like to reactivate this commission. This commission consists of one representative from each of the five supervisorial districts with each supervisor nominating one member for appointment by the Board. The purpose of this commission is to act in an advisory capacity to the Board of Supervisors with respect to public recreation; planning, maintenance, development, and operation of all recreation areas and facilities owned, controlled, and/or leased by the County; to make recommendations to the Board regarding the acquisition and/or development of recreation areas and facilities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, this committee will not be reactivated and no action will be able to be taken on current matters.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Deni Smith**
2. **Stacy Dayoff 23**
3. **Amber Chambers 23**
4. **Catherine Chase ap Redacted**

VOTE RESULT

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

Jean Dordan

From: Lexie Verdugo
Sent: Monday, April 24, 2023 1:53 PM
To: Jean Dordan
Subject: Fw: Recreation Commission

From: deni@
Sent: Friday, April 21, 2023 12:11 PM
To: Lexie Verdugo <lverdugo@mariposacounty.org>
Subject: RE: Recreation Commission

HI,

Please appoint me to another term if you still need me.

Thanks,
Deni

From: Lexie Verdugo <lverdugo@mariposacounty.org>
Sent: Friday, April 21, 2023 11:48 AM
To:
Subject: Recreation Commission

Hi Deni,

In reviewing the Recreation Commission committee member terms, it looks like your term expired on 1-23-22. I am sending this email to see if you would like to be reappointed?

If so, could you please respond to this email with stating you would like to be reappointed for another term.

Thanks in advance!

Lexie Verdugo
Parks & Recreation Manager
Public Works Department
Mariposa County Parks & Recreation
lverdugo@mariposacounty.org 209-966-2498

Jean Dordan

From: Lexie Verdugo
Sent: Monday, April 24, 2023 1:52 PM
To: Jean Dordan
Subject: Fw: Recreation Commission

From: Stacie Dayhoff
Sent: Monday, April 24, 2023 10:52 AM
To: Lexie Verdugo <lverdugo@mariposacounty.org>
Subject: Re: Recreation Commission

Hi Lexie,

Oh sorry about that -I never really paid attention to the term dates 😁...If you need me to continue in this capacity I can or if you have someone else in mind that works too. Let me know what's easiest for you.

Stacie Dayhoff,

On Mon, Apr 24, 2023 at 10:25 AM Lexie Verdugo <lverdugo@mariposacounty.org> wrote:

> Hi Stacie,
>
> In reviewing the Recreation Commission committee member terms, it looks like your term expired on 1-23-22. I am sending this email to see if you would like to be reappointed?
>
> If so, could you please respond to this email with stating you would like to be reappointed for another term.
>
> Thank you in advance!
>
> *Lexie Verdugo*
> Parks & Recreation Manager
> Public Works Department
> Mariposa County Parks & Recreation
> lverdugo@mariposacounty.org 209-966-2498

Jean Dordan

From: Lexie Verdugo
Sent: Monday, April 24, 2023 1:53 PM
To: Jean Dordan
Subject: Fw: Recreation Commission

From: Amber Chambers
Sent: Friday, April 21, 2023 12:31 PM
To: Lexie Verdugo <lverdugo@mariposacounty.org>
Subject: Re: Recreation Commission

Hi Lexie,

I would like to be reappointed please.

Thanks!

Sent from my iPhone

> On Apr 21, 2023, at 11:48 AM, Lexie Verdugo <lverdugo@mariposacounty.org> wrote:
>
> Hi Amber,
>
> In reviewing the Recreation Commission committee member terms, it looks like your term expired on 1-23-21. I am sending this email to see if you would like to be reappointed?
>
> If so, could you please respond to this email with stating you would like to be reappointed for another term.
>
> Thanks in advance!
>
> *Lexie Verdugo*
> Parks & Recreation Manager
> Public Works Department
> Mariposa County Parks & Recreation
> lverdugo@mariposacounty.org 209-966-2498

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Recreation Commison

Supervisorial District in which you Reside: 3

Length of Residency in the County: 29 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name:
Catherine

Last Name:
Chase

Mailing Address:
[redacted]

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I am interested in supporting and growing local recreation activities.

Please list prior/current appointments to other Boards/Commissions/Committees:
Mariposa County Technology Steering Committee.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I have participated in many recreational activites in Mariposa from sports and swim lessons as a child, to runs and community volleyball as an adult.

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

If Yes, please explain:

I work for the County of Mariposa as a Legal Executive Assistant in the District Attorney's Office. My employment in this position does not correlate to service on this commision and would not be a conflict.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
No	Any with prior notice.	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated: 05/03/2023 Signature: C. Chase

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts for the June 6th, 2023 Public Comment on Non-Agenda Portion of the Agenda

---

RECOMMENDATION AND JUSTIFICATION

Handouts and/or Emails for the June 6th, 2023 Public Comment on Non-Agenda Portion of the Agenda.

- Informational Packet for Pride Month from Alex Vance
    - The packet included the attached flyers as well as a pride flag, pride stickers, and a book titled " Beyond the Gender Binary" by Alok Vaid-Menon.

- Transient Occupancy Tax Comment from Dennis Anderson

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board regularly receives handouts from the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Handouts have to become part of the final record.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Pride handouts**
2. **Transient Occupancy Tax - PCNAI_Redacted**

MARIPOSA PRIDE 2023

United in Diversity: An Invitation to Support the Mariposa Pride Event

Dear friends, neighbors, and fellow community members,

We are reaching out to you today with an appeal for unity, acceptance, and celebration. Regardless of our political affiliations, religious beliefs, or personal ideologies, we all share a common ground – we are a part of the Mariposa community. That's why we invite each and every one of you to join us for the Mariposa Pride Event happening on June 11, 2023, at the Mariposa Court House.

You may ask why it's important for you to show your support. The answer lies in the core principles of our democracy and our Constitution. These sacred documents were founded on the belief in equal rights, liberty, and justice for all. When we stand together in support of our LGBTQ2S+ friends, family members, and neighbors during the Mariposa Pride Event, we're affirming these fundamental values, proving that Mariposa is a community that respects and values everyone, regardless of their sexual orientation or gender identity.

To our liberal friends, we know that your progressive nature cherishes equality, diversity, and inclusivity. Your support for this event will further cement your commitment to these principles and show that you stand firmly with the marginalized, advocating for their rights and their voices.

To our conservative friends, we invite you to demonstrate that the core conservative values of family, community, and individual liberty extend to all of our community members. Joining us in this celebration of diversity will underline that these values are universal, not selective, and make our community stronger.

To our independent friends, your open-mindedness and individual thought processes are your strengths. Your support will show your understanding that freedom is for all people, irrespective of who they love or how they identify.

To our Muslim, Jewish, Christian friends, and friends of all faiths and non-faiths, many of you already advocate love, acceptance, and understanding as central tenets of your belief systems. By supporting this Pride Event, you manifest these values, demonstrating that your faith embraces all humanity.

The Mariposa Pride Event is an opportunity for us all to come together, to learn, to celebrate, and to stand in unity with our LGBTQ2S+ community. It's not about politics, religion, or personal beliefs; it's about acknowledging and respecting every individual's right to be themselves, to love, and to live freely. It's about making Mariposa a beacon of love, acceptance, and pride.

We wholeheartedly appreciate your support for this event. Together, let's make Mariposa a place where everyone feels valued, respected, and loved. Let's show our Pride on June 11, 2023 from 10am to 2pm, at the Mariposa Court House and an After Party from 5pm to 10pm at The Grove House where we will have food and beverages, comedy, a colorful costume contest and dancing.

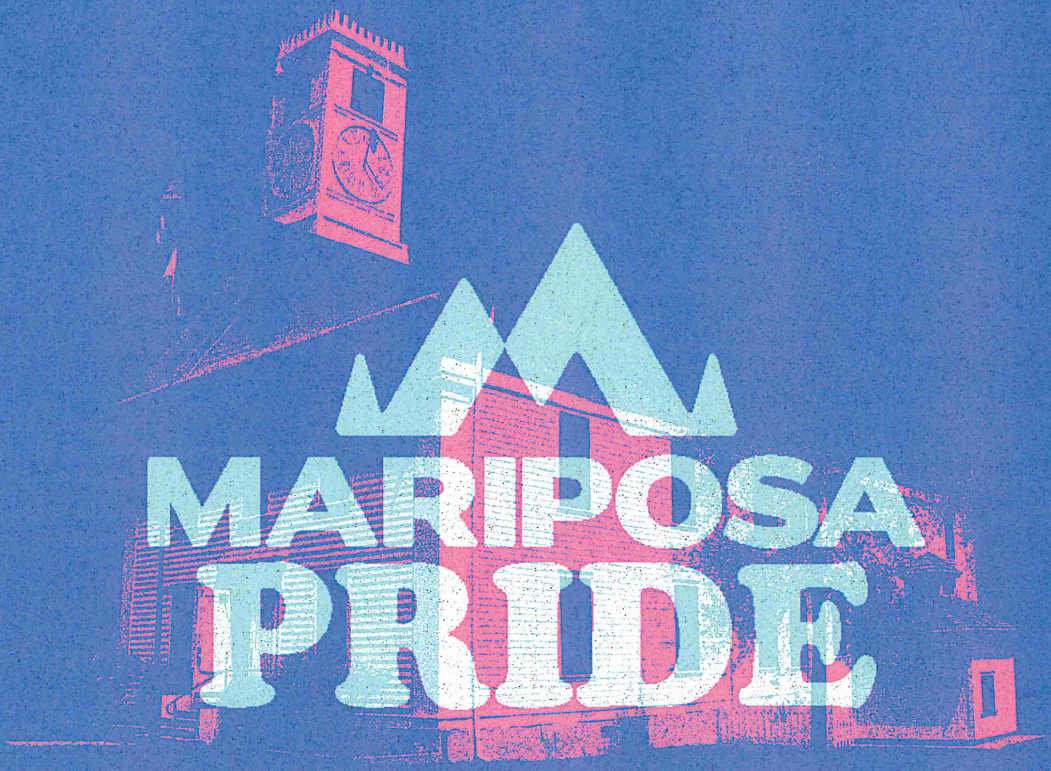
Your presence will make a difference, your support will send a message, and together, we will create a stronger, more inclusive Mariposa for everyone. Let's celebrate our shared commitment to democracy, to our constitution, and above all, to each other.

Sincerely,

Your friends, neighbors, laborers, business owners, and community members from Mariposa Pride.

A FAMILY FRIENDLY EVENT CELEBRATING MARIPOSA'S LGBTQ+ COMMUNITY

In loving memory of Brian Moczygemba and Lilly McLane



2023 CELEBRATION

AT THE COURTHOUSE

JUNE 11TH FROM 10:30AM - 2:30PM

FACEPAINTING - TACOS - AERIAL PERFORMANCE - GIVEAWAY ITEMS - TIE DYE & MORE!

+

PRE-EVENT MEET UP AT THE MARIPOSA ART PARK

COFFEE AND YOGA FROM 9-10AM

PEOPLE'S PARADE/WALK TO THE EVENT 10-10:30AM

WWW.MARIPOSAPRIDE.COM

Proudly sponsored by

1850 Brewing Company

The Local Grape Mariposa, CA

pure Training Studio

MG

Little Shop of Ramen

MARIPOSA PRIDE

The Grove House After Party

PG 13 from 5- 7pm

Adults 18+ only from 7pm - 10pm

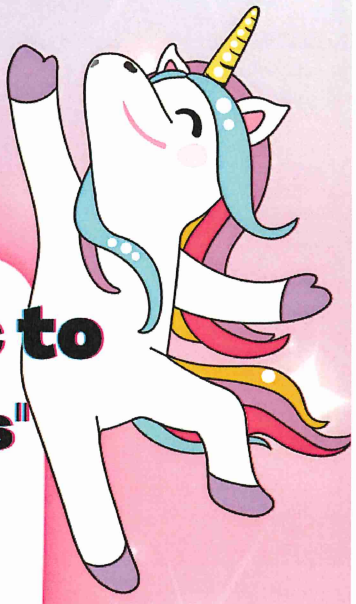
Comedy by Jack





Unicorns and Rainbows Costume Contest

Prizes for the most bedazzled



Vibes, Grooves and Music to "Shake Your Money Makers" spun by

DJ LO

THE GROVEHOUSE

From: [redacted]
To: Danielle Bondshu
Subject: Transient Occupancy Tax
Date: Sunday, June 4, 2023 9:51:41 AM

You don't often get email from [redacted]. Learn why this is important

Clerk of Board, Mariposa County Board of Supervisors:

Please assure that each board member of the Mariposa County Board of Supervisors, receives a copy of below:

Honorable Supervisor

I'm writing to you today to let you know that your Counties Transient Occupancy Tax (TOT) revenues are going to decrease.

This is due to the possible passage of California Senate Bill 584, that is currently in the State Assembly for review, passage, amendment, or defeat.

The funding mechanism of the bill applies a 15% tax on short-term rentals via guests staying at Airbnb's, Verbo stays, or short-term rentals via Expedia. This is on top of whatever the County charges as a TOT.

I have a Family cabin in Tuolumne County that we use as a short-term rental. That given County charges a 12% TOT. With the State's 15%, guests will be required to pay a total of 27% in taxes to rent our cabin. Guests will not pay this amount of tax to rent a short-term rental.

If passed, the short-term rental activity in your County is going to decrease dramatically, thus decreasing your annual TOT.

The bill exempts Hotels, Motels, and Bed Breakfasts from this given tax. It only applies to short-term rentals.

Prior to the existence of short-term rental activity, in California, Counties only received a TOT from Hotels, Motels and B&B's. Since the establishment of short-term rental activities, the TOT revenues have increased dramatically, in your County. With such high taxes, the short-term rental market is going to dry up, in your County, and your TOT revenues will decrease.

The short-term rental market has not caused a lack of available housing in California. It represents 1% of all properties in California. Driving out, the activity of short-term rentals,

will not increase the avaibility of properties to low-income families. (Our cabin is valued at $540k. We depend on the supplemental income to make the mortgage payments. If this bill passes, we will be forced to sell our cabin. I find it very unlikely that a low-income family will qualify for a $540k home. This same scenario applies to most of the properties in California. The short-term rental market is not responsible for the inflated prices of properties in California, nor are they responsible for the homeless situation in California. They should not be held responsible to fund programs that they did not cause.)

This bill is a marginal one at best. It narrowly passed the Senate on a 27-11 vote.

There are other reasons this bill should not pass:

- It takes away income from Families that depend on short-term rentals for their livelihoods.

- It eliminates jobs that low-income families currently have (Housekeeping, Maintenance etc.,)

- It attacks an element of the real estate market that does not have a strong lobbying group in Sacramento, as does the Hotel, Motel, and B&B segments.

- It will decrease the TOT revenue in all Counties, throughout California.

- It is targeted to eliminate short-term rentals and to support union construction pay, that already has the Davis-Bacon Act, to protect it.

- It will negatively affect the tourism industry in your County.

- The tax is not a stable funding source for the program. It's estimated to raise $175 million for Counties in the State. However, it is subject to diminished returns. The revenue projections did not take into account that short-term rental users will not pay taxes in the range of 27-30% (or more) and they will not rent, short-term rentals. Given the fact that Hotels, Motels, and B&B's are not subject to this tax, any offset to these establishments will not be made up by the various Counties, in their TOT.

- This tax would negatively affect low-income Families. Currently, many low-income families, can only afford to vacation by utilizing the short-term rental market. This is because they will rent a vacation home, say in the mountains, and vacation with many of their extended Families, splitting the costs amongst the various Families. They can not afford hotels to vacation in, and this tax will prevent them from being able to participate in the short-term rental market.

I urge you, as a County Board, to work with your Sacramento Assembly Members to defeat this bill.

Sincerely
Dennis Anderson
[redacted] Drive

Atwater, CA 95301
Cell Phone: (209) 7[redacted]

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Receive a Presentation by the Sheriff's Office, Providing an Update on the 2022 Marijuana Eradication Program

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from the Sheriff's Office Regarding the 2022 Marijuana Eradication Program

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors routinely receives presentations from the departments and outside partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation and miss the opportunity to see how current Marijuana laws dictate enforcement and how the Sheriff's Office has used those regulations to focus on dangerous and illegal grow sites.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Marijuana Presentation SO**



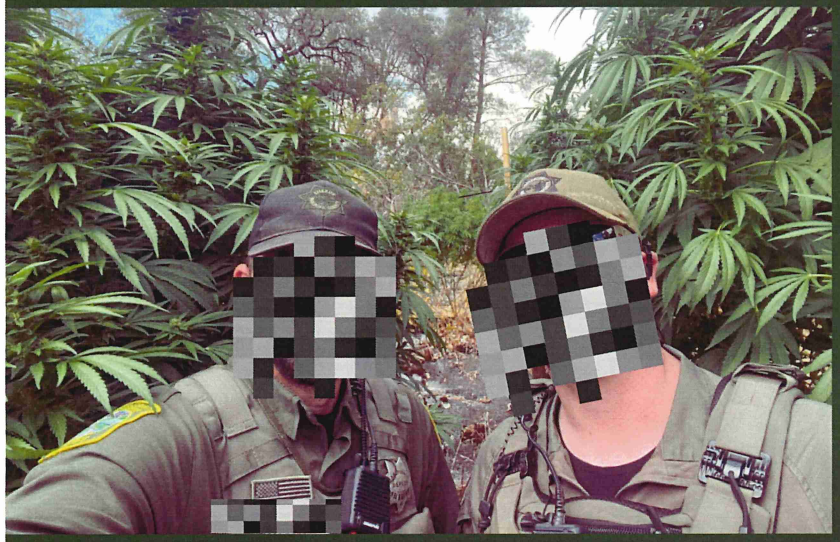
Mariposa County Sheriff's Office Marijuana Eradication

OVERVIEW & STATS

M.E.T.- Marijuana Enforcement Team

THIS TEAM'S PRIMARY FOCUS IS INVESTIGATING LARGE-SCALE MARIJUANA OPERATIONS WITHIN MARIPOSA COUNTY. THIS INCLUDES INDOOR AND OUTDOOR CULTIVATION SITES ON PRIVATE PROPERTY, PUBLIC LANDS, AND B.I.A. LANDS. THIS TEAM CONSISTS OF PATROL DEPUTIES, DETECTIVES, CUSTODIAL DEPUTIES, AND PROBATION OFFICERS. IN ADDITION, THEY WORK CLOSELY WITH MEMBERS OF FISH AND WILDLIFE, FOREST SERVICE AGENTS, BLM AGENTS, CAL-CANNABIS INVESTIGATORS, NATIONAL GUARD, AND COUNTY CODE ENFORCEMENT.

THESE GROW SITES ARE TYPICALLY ASSOCIATED WITH LARGE-SCALE DRUG TRAFFICKING ORGANIZATIONS (DTO) THAT ORIGINATE IN COMMUNITIES OUTSIDE OF MARIPOSA COUNTY.



2022

2 Deputies assigned to the MET

1,308.5 regular hours committed to marijuana = $50,628.48 payroll costs

738.5 hours of overtime = $40,682.85

Total- $91,311.33

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM

TIER SYSTEM *Defined*

ASSESSEMENT OF RISK / PRIORITY FOR MARIJUANA CULTIVATION SITES

TIER 1	HIGH LEVEL	Example- Large grow sites, indoor/hazards, public safety priority, unknown number of suspects, DTO/cartel grow, no suspect history. involves lengthy investigations, large operations plan needed. 10-12 staff needed
TIER 2	MEDIUM LEVEL	Example- Large grow site, history of prior grow sites, no history of violence. 4-8 staff needed
TIER 3	LOW LEVEL	Example- Neighbor complaint of a small grow. 2-4 staff needed



TIER SYSTEM

2022 Stats

ASSESSEMENT OF RISK / PRIORITY FOR MARIJUANA CULTIVATION SITES

158 Total Complaints

TIER 1	HIGH LEVEL	36
TIER 2	MEDIUM LEVEL	19
TIER 3	LOW LEVEL	103



JEREMY BRIESE
MARIPOSA SHERIFF
EST. 1850 COUNTY

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM



LOCATIONS

65

ARRESTS

43

GUNS SEIZED

20

MARIJUANA

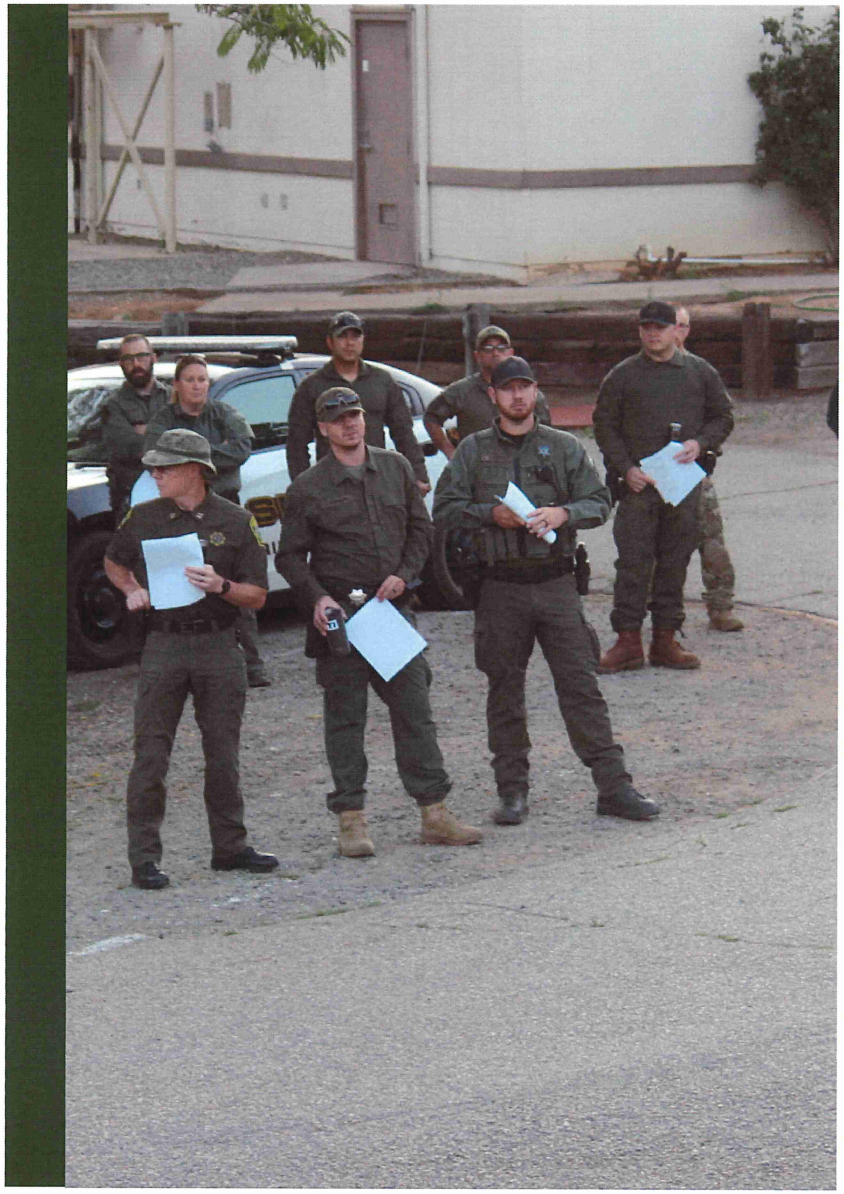
ERADICATED- 47,833

PROCESSED- 3,717

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM

Tier 1 Complaint to Eradication
TIMELINE

STEP 1	STEP 2	STEP 3	STEP 4
*OMPLAINT RECIEVED	*TIER PROCESS-* Complaint put through the Tiering Process. This process requires 16-30 staff hours.	*INVESTIGATION-* • Cursory investigation. • Construct Operations Plan- Includes Search Warrants, safety plan, team assignments This process takes an average of 32 staff hours	*ERADICATION DAY-* • Operations Plan Brief • Eradication • De-Brief This process takes an average of 32 staff hours depending on the size and severity of the grow or hazards on site A TIER 1 ILLEGAL GROW FROM START TO FINISH CAN TAKE APPROXIMALY 94 STAFF HOURS



Why DO WE DO THIS?

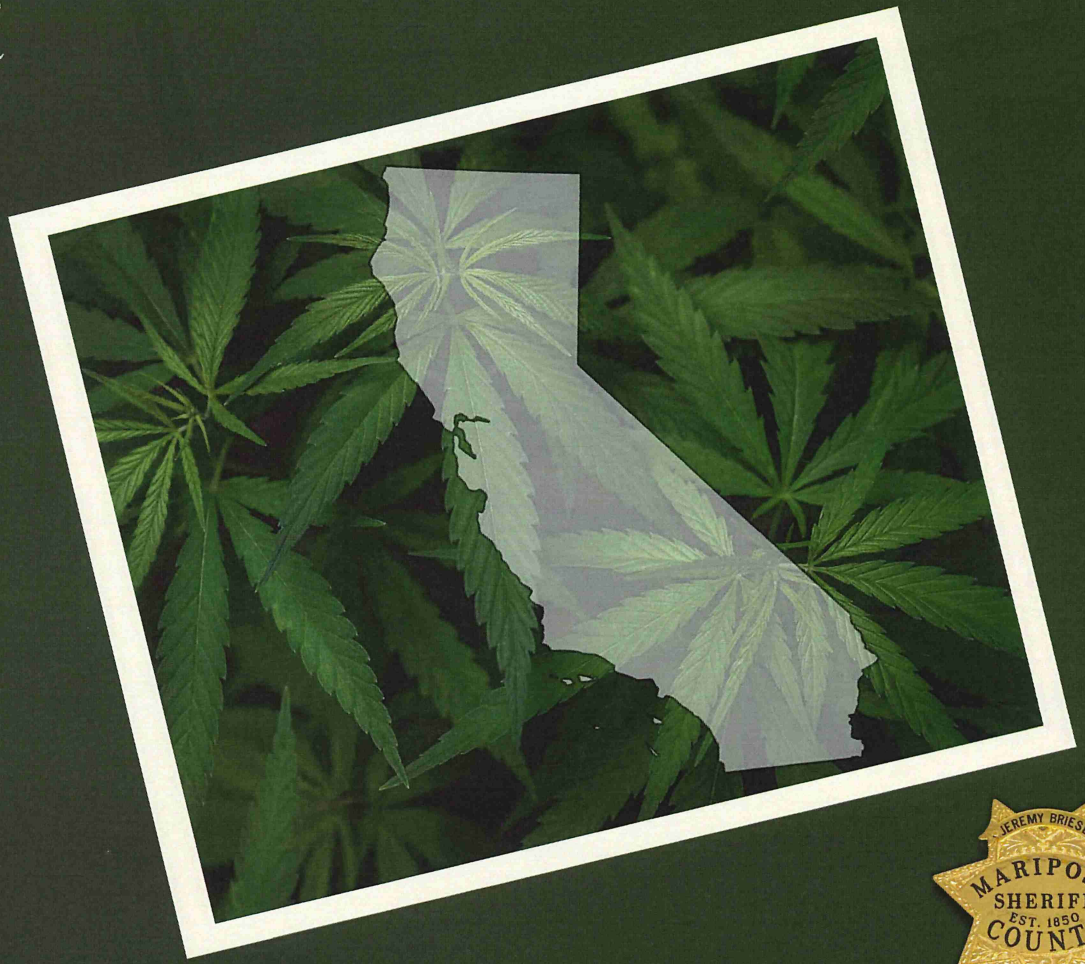
THE INTENT OF THE TIER SYSTEM IS TO ALLOW OUR MARIJUANA ENFORCEMENT TEAM TO PRIORITIZE MARIJUANA GROW SITE COMPLAINTS.

THE ABILITY TO TIMELY IDENTIFY AND ASSESS/SCALE THE TYPE OF CULTIVATION SITE, ALLOWS THE MET TEAM TO FOCUS EFFORTS ON TIER 1 / HIGH LEVEL ILLEGAL GROW SITES PRIORITIZING THE MOST DANGEROUS LOCATIONS / PEOPLE FIRST, BEFORE MOVING TO TIER 2 & 3 OR LOWER LEVEL GROW SITES.

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM

UNDERSTANDING THE EVER CHANGING LAWS...

- *Proposition 215*
- *Proposition 47*
- *SB 420*
- *Proposition 64*
- *Medical and Adult-Use Cannabis Regulation and Safety Act*
- *Our Local Marijuana Ordinance*



JEREMY BRIESE
MARIPOSA SHERIFF
EST. 1850
COUNTY

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM

TIMELINE OF MARIJUANA LEGISLATION



Proposition 215 (1996)

"Compassionate Use Act"



Senate Bill 420 (2004)

"Marijuana Revenue and Regulation Act"



Proposition 47 (2014)

"Safe Neighborhood and Schools Act"



Proposition 64 (2016)

"Adult Use of Marijuana Act"

MARIPOSA COUNTY SHERIFF'S OFFICE MARIJUANA ENFORCEMENT TEAM

MARIPOSA COUNTY

Medicinal & Recreational Marijuana Regulations

LEGAL POSSESSION & USE

- MUST BE 21 TO USE OR POSSESS CANNABIS PRODUCTS- THIS INCLUDES BUT IS NOT LIMITED TO: SMOKING, VAPING AND EDIBLES.
- UP TO 28.5 GRAMS (ONE OUNCE) OF MARIJUANA AND 8 GRAMS OF CONCENTRATE (INCLUDING ANY CONTAINED IN MARIJUANA PRODUCTS)



ILLEGAL POSSESSION & USE

- USE IN PUBLIC AREAS- INCLUDING BUT NOT LIMITED TO: SCHOOLS, SIDEWALKS, PARKING LOTS, PARKS, FEDERAL LANDS, ETC.
- POSSESSION OR USE OF AN OPEN PACKAGE OR CONTAINER WHILE OPERATING A VEHICLE, BOAT, VESSEL OR ANY VEHICLE USED FOR TRANSPORTATION
- POSSESSION ON FEDERAL LAND

MARIPOSA COUNTY <u>PROHIBITS ALL</u> COMMERCIAL ACTIVITIES:

ANY ACTIVITY AND USE WITHIN MARIPOSA COUNTY FOR WHICH A LICENSE IS REQUIRED PURSUANT TO CA BUSINESS AND PROFESSIONS CODE DIVISION 10 INCLUDING: COMMERCIAL OR NOT-FOR-PROFIT CULTIVATION, PROCESSING, MANUFACTURING, WHOLESALE OR RETAIL SALE, AND PUBLIC CONSUMPTION OF MARIJUANA OR DERIVATIVE PRODUCTS.

MARIJUANA REGULATIONS ESTABLISHED BY MARIPOSA COUNTY ORDINANCE NO'S. 1129, 1104, 1086

CULTIVATION

MARIPOSA COUNTY
Medicinal & Recreational Marijuana Regulation

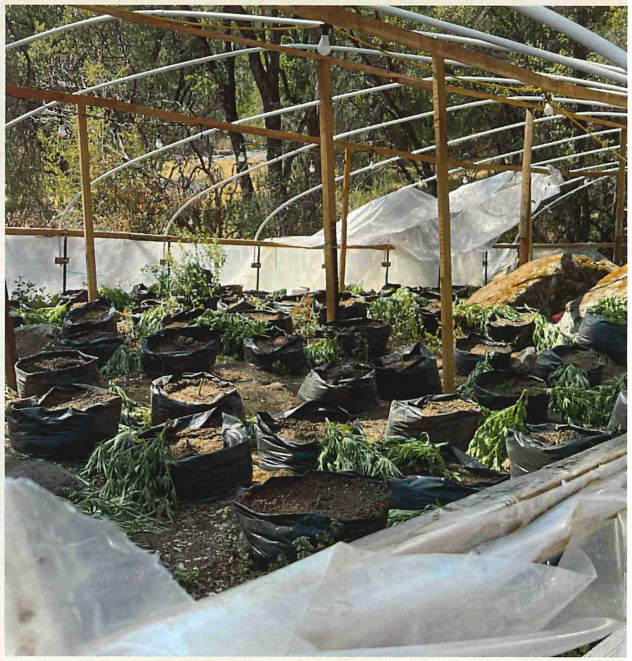
How many plants can be grown legally?

MEDICINAL

- 12 PLANTS PER QUALIFIED PATIENT WITH A VALID DOCTOR'S RECOMMENDATION
- MAXIMUM OF TWO QUALIFIED PATIENTS OR CAREGIVERS PER PARCEL, PATIENT AND/OR CAREGIVER MUST RESIDE ON THE PROPERTY FULL TIME AND IN A LEGAL DWELLING. THE RECOMMENDATION MUST BE OBTAINED FROM A LICENSED QUALIFIED CALIFORNIA PHYSICIAN.

RECREATIONAL

- 6 PLANTS CAN BE GROWN AT ONE TIME (EITHER INDOOR OR OUTDOOR PER HOUSEHOLD



CULTIVATION Growing Regulations

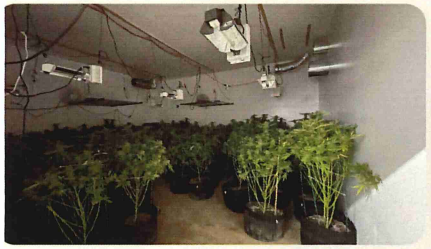
INDOOR

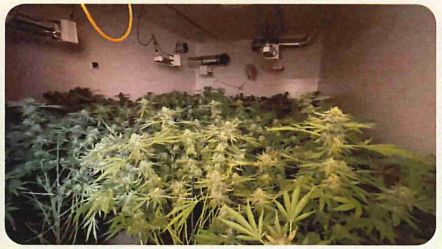
Legal

- STRUCTURE IN WHICH CULTIVATION (GROWING) IS OCCURING MUST MEET ALL BUILDING CODE AND ZONING CODE REQUIREMENTS

Illegal

- CULTIVATION FOR COMMERCIAL USE
- PLANTS IN EXCESS OF PERMITTED USE





OUTDOOR

Legal

- MUST HAVE FULLY ENCLOSED OPAQUE FENCE NO LESS THAN 6 FEET IN HEIGHT (FENCES OVER 7 FEET REQUIRE A BUILDING PERMIT
- 1,000 FEET FROM ANY SCHOOL, SCHOOL EVACUATION SITE, CHURCH, PARK, DAYCARE OR YOUTH CENTER
- 50 FEET FROM PROPERTY LINE
- ADEQUATE SECURITY

Illegal

- CULTIVATION FOR COMMERCIAL USE
- FENCING MATERIALS SUCH AS LANDSCAPING, PLASTIC SHEETING OR CLOTH MATERIAL DOES NOT CONSTITUTE AN ADEQUATE FENCE
- PLANTS IN EXCESS OF PERMITTED LIMITS



BOTH INDOOR AND/OR OUTDOOR CULTIVATIONS MUST ABIDE BY THE FOLLOWING:

. HAVE NOTARIZED LETTER FROM PROPERTY OWNER AUTHORIZING CULTIVATION IF THE CULTIVATORS/RESIDENTS ARE NOT THE PROPERTY)WNERS.

. FOR MEDICINAL MARIJUANA CULTIVATION, THE PRIMARY CAREGIVER OR QUALIFIED PATIENT CULTIVATING THE MARIJUANA MUST LIVE ON :ULTIVATION PROPERTY ON A PERMANENT BASIS.

. CULTIVATION IS NOT ALLOWED ON UNDEVELOPED LAND/PARCELS; A LEGAL RESIDENTIAL DWELLING MUST EXIST ON THE PARCEL AND BE HE FULL TIME RESIDENCE OF THE CULTIVATOR(S). RECREATIONAL VEHICLES, UNPERMITTED STRUCTURES, GARAGES, ETC. ARE NOT :ONSIDERED RESIDENTIAL DWELLINGS.

The MET team is **NOT** a full time assignment. It is comprised of patrol staff who participate in the team as a collateral duty. There are currently no full time staff dedicated to combat cannabis cultivation in Mariposa County.

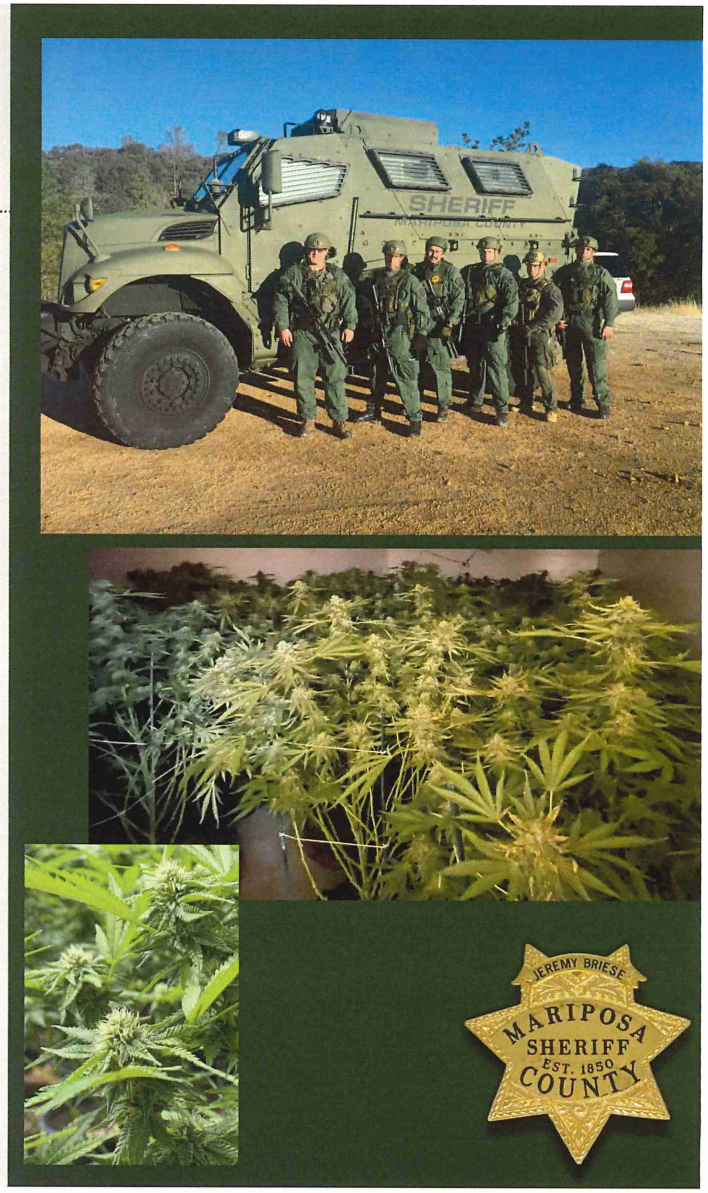
IS THERE A BETTER SOLUTION?

Full time Staffing

SIX FULLTIME MEMBERS OF THE MET TEAM

WHY FULL TIME- THE INDOOR AND GREENHOUSE GROW SEASON IS YEAR ROUND. WHILE CONSIDERED AN OUTDOOR GROW FOR STATISTICAL PURPOSES, GREENHOUSE GROWS MAKE UP THE LARGEST AMOUNT OF ILLEGAL CANNABIS CULTIVATION SITES IN MARIPOSA COUNTY.

THE OUTDOOR GROWING SEASON TYPICALLY RUNS MARCH - OCTOBER OR SPRING TO FALL. MARIPOSA COUNTY IS UNIQUE FOR ILLEGAL GROWERS DUE TO OUR VAST ELEVATION DIFFERENCES, GIVING GROWERS VARIOUS OUTDOOR GROWING TIMELINES.




MARIPOSA COUNTY SHERIFF'S OFFICE
M
THANK YOU
Mariposa County Sheriff's Office Marijuana Enforcement Team

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Discussion and Direction in Regards to the Ambulance Services Contract and the Future of EMS in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Discussion and Direction in Regards to the Ambulance Services Contract and the Future of EMS in Mariposa County.

Discuss options for contracting and providing for ambulance service in Mariposa County and provide direction to County staff on a course of action to ensure that ambulance services continue. At present, ambulance services are provided to the County by Mercy Medical Transportation through a contract with our Local Emergency Medical Services Agency (LEMSA), Mountain Counties Emergency Medical Services Agency (MCEMSA). This contract has been extended numerous times and will lapse at the end of June.

The Board is being asked to discuss and consider the following:
-- Should a subsidy be provided to the ambulance provider to ensure that performance standards and quality improvement processes are implemented?
-- If a subsidy is considered, the appropriate amount for this, the timing of distribution, and linkages to penalties for non-performance.
-- Mechanisms to secure an ambulance provider should Mercy Medical Transportation be unable or decline to enter into a contract to provide ambulance services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Ambulance service has been provided in Mariposa County since at least the 1960s. Originally provided by volunteers and then by the John C. Fremont Health Care District, it transitioned to a private ambulance service in 1985 when Riggs Ambulance Service was contracted by the County. The contract for ambulance service transitioned to Mercy Medical Transportation in January, 1994. Ambulance service in Mariposa County is currently provided by Mercy Medical Transportation under a contract with Mountain Counties Emergency Medical Services Agency. This contract is due to expire on June 30, 2023. This is the seventh amendment to a contract that has been in place since 2011.

Both Riggs Ambulance and Mercy Medical Transportation were at times provided subsidies either in lieu of charges for ambulance service or to augment billing of patients. The last Board-approved subsidy ended in 2012. At that time, Public Health was budgeted up to $150,000 of General Fund dollars per year to cover costs not made through billing patients. Mercy was paid $100 per transport that was invoiced on an annual basis. In 2010, the last year that information was readily available,

Mercy received $30,000 from the County.

Rather than invoice on a per transport basis, it would be beneficial to the County to link performance metrics to an ambulance subsidy were one to be offered. Typical performance metrics are response times and outcomes associated with stroke and heart attack management. Performance metrics would be specified in a contract between MCEMSA and the ambulance service provider. Implementation of metrics could be phased in to allow a better understanding of their implementation in Mariposa County. A subsidy would defray the costs associated with data collection and resources needed to achieve these metrics.

As indicated above, Mercy previously submitted invoices annually at the end of the Fiscal Year for ambulance services. Staff would propose a quarterly payment, should a subsidy be approved, based on achieving performance metrics.

In the event that Mercy is not able to provide services or declines to enter into a contract, MCEMSA could initiate a Request For Proposals (RFP) for an ambulance service. In lieu of this, MCEMSA has discussed an invitation process that may be used if an emergent or urgent situation arises that would require bypassing a lengthy RFP process. If a gap in providers happens, MCEMSA can work with adjacent jurisdictions to provide mutual aid, but this would cost the County approximately $1300 per ambulance per day.

In addition to this Board item, there is currently an amendment to the Ambulance Service Ordinance, Chapter 8.52 in the process of adoption. This amendment allows for variable staffing by paramedics to allow a mixture of Advanced Life Support (ALS) and Basic Life Support units. This reflects a countrywide shortage of paramedics while still maintaining an ALS capability in the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Absent an ambulance service, services may be available through mutual aid at cost from adjacent jurisdictions. There is a possibility, given the current staffing shortages in the State, that mutual aid resources may not be readily available or may result in longer response times.

FINANCIAL IMPACT

Depending on the direction of the Board, this may lead to a budget item being brought back to the Board to subsidize the ambulance service.

ATTACHMENTS

1. **Board item -- EMS options**

Discussion and Direction in Regard to the Ambulance Services Contract and the Future of EMS in Mariposa Count

Eric Sergienko, MD, MPH
Health Officer
6/6/23

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

Questions for Discussion

- Should a subsidy be provided to the ambulance provider to ensure that performance standards and quality improvement processes are implemented?
  - If a subsidy is considered, the appropriate amount for this, the timing of distribution, and linkages to penalties for non-performance.
- Mechanisms to secure an ambulance provider should Mercy Medical Transportation be unable or decline to enter into a contract to provide ambulance services.

Background

- Mariposa County has had ambulance service since at least the 1960s
  - Originally volunteer staffed and then by the John C. Fremont Health Care District
  - Transitioned to Riggs Ambulance Service in 1985
  - Transitioned to Mercy Medical Transportation in January, 1994
- Ambulance service is currently provided by Mercy Medical Transportation under a contract with Mountain Counties Emergency Medical Services Agency (MCEMSA)
  - This contract is due to expire on June 30, 2023
  - This is the seventh amendment to a contract that has been in place since 2011

Background

- Both ambulance services have been subsidized
- The last Board-approved subsidy ended in 2012
  - At that time, Public Health was budgeted up to $150,000 of General Fund dollars per year to cover costs not made through billing patients
  - Mercy was paid $100 per transport that was invoiced on an annual basis. In 2010, the last year that information was readily available, Mercy received $30,000 from the County

Background

- MCEMSA is a Joint Powers Agency to oversee EMS functions
  - Created as a JPA in 1981 as Mountain-Valley EMS Agency
  - Joint Powers Agreement last amended in 2022 when Stanislaus departed the JPA
  - Provides unified planning and coordination of the EMS System
  - Manages quality improvement projects
  - Provides support to the Counties' EMS advisory boards
    - For Mariposa, this is the Emergency Medical Care Committee

Areas for discussion

- Subsidy for services provided
  - Amount proposed by Mercy would be $25,000 per month
  - Link performance metrics such as response times and outcomes associated with stroke and heart attack management.
  - Performance metrics would be specified in a contract between MCEMSA and the ambulance service provider.
  - No penalties during the first year of contract
  - Staff would propose a quarterly payment, based on achieving performance metrics.

Areas for discussion

- Mercy has proposed shifting to an “Alliance” model
  - County-managed ambulance service with private ambulance service subcontracted to provide the actual service
    - Contra Costa – Administered by EMS Division within Health Services
    - Tuolumne – Administer by Public Health within HHSA
    - San Diego – Administered by the San Diego County Fire Protection District
  - Allows for higher rate of billing for Medi-Cal clients
  - Would likely need to go for RFP under the County contracting guide
  - A six-month contract with subsidy while developing the model and applying for appropriate licenses

Areas for discussion

- In the event that Mercy is not able to provide services or declines to enter into a contract, MCEMSA could initiate a Request For Proposals (RFP) for an ambulance service.
  - MCEMSA has discussed an invitation process that may be used if an emergent or urgent situation arises that would require bypassing a lengthy RFP process.
  - If a gap occurs, MCEMSA can work with adjacent jurisdictions to provide mutual aid, but this would cost the County approximately $5000 per ambulance per day (includes staffing and per diem).

Areas for discussion

- The amendment to the Ambulance Service Ordinance, Chapter 8.52, allows for variable staffing by paramedics to allow a mixture of Advanced Life Support (ALS) and Basic Life Support units.
  - This will mitigate some of the concerns around ambulance staffing, but does not wholly address the contract

Staff recommendations

- Start the process to transition to an Alliance model
  - Consider EMS consultant to assist with this transition
  - Pursue licensing as needed
- Year contract with Mercy to allow for this transition
  - Include performance standards and measurements but without penalties
  - Provide subsidy linked to monitoring performance measures
- Develop RFP, if needed, for Alliance model with release prior to the end of 2023 and implementation in July 2024
- Contingency planning in conjunction with MCEMSA

Questions and Discussion



MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Tara Schiff

RE: Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000.

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a loan application received from Mountain Meadow Farms. The Board could choose to move forward with a loan at a particular interest rate and/or choose when and how much of the loan to forgive.

On October 11th 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire, to determine which of four outcomes was best suited to the application. The four options are:

A. Provide low interest loans (3-5%). Do not forgive loan amounts now, but forgiveness may be considered in the future. Loan amounts in any options will require ongoing staff management of the accounts and future direction to allocate repaid funds. This option is the least attractive to local businesses and may result in returning funds not loaned to CDBG.
B. Provide loans at far below-market rates (2%, 1%, or 0%). Do not forgive loan amounts now, but forgiveness may be considered in the future.
C. Provide loans with partial forgiveness. Forgive up to a certain amount (e.g. $35,000 as an employee equivalent or $15,000 matching the amount of the COVID relief grants) or percentage for qualified businesses. Loan amounts in excess of the forgiven amount would be subject to market or below-market interest, as directed by the Board.
D. Forgive loans upon issuance. Applicants will still need to justify requests, but loans would essentially be grants in support of individual businesses. Preference could be given to businesses impacted by the Oak Fire, if desired. This option is the most attractive to local businesses and would likely result in a relatively small group of businesses receiving funds on a first-come basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and

Microenterprise loans and directed staff to proceed on a case-by-case basis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action could result in the County requesting payment for the loan, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT

Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS

1. **Business Plan**
2. **Mountain Meadow Farms Mariposa Bus Assistane Loan Program 4.27.2023_Redacted**

Mountain Meadow Farms Business Plan

Company Overview

Mountain Meadow Farms began operations in 2001 after the purchase of a five-acre unimproved parcel of land in Lushmeadows Farms, a subdivision located in Mariposa County, California. After initially operating as Foothill Farms while farming row crops on a borrowed plot, the 5-acre parcel was purchased because the magnitude of infrastructure investment needed - water and irrigation systems, fencing, soil management and inputs, etc. (It did not make sense to continue investing on a borrowed plot in a remote location that was only temporarily available.)

The initial business goals were to farm and provide fresh produce to the local community. The resulting CSA (community supported agriculture) program was one of the first home delivery services of its kind in the country. After producing row crops for a few years, operations expanded to include and specialize in poultry for both eggs and meat. For several years, most of the poultry products were sold at Farmer's Markets in Fresno and Los Gatos. After seeing the amazing food available at these markets, I was more motivated to provide fresh food to Mariposans. (This was before existing grocers were able to provide a decent selection of produce.) I had a hard time understanding why we in Mariposa were not benefitting from the plentiful amounts of fresh produce grown in the Central Valley.

At the time I was working for the National Park Service as well as farming, I experienced how much people valued and cared for Yosemite and how little many people from our community cared about the Central Valley. I grew up in Arizona and saw most of the farms and orchards disappear from the Phoenix metro area (replaced with subdivisions). I thought farms should be treated like national parks – preserved for future generations and food security. At that point, the focus of the business became food education to increase how much people value good food and farms.

To ensure good food, farming operations focused on items of superior quality that could be produced on the farm (especially poultry and heirloom tomatoes), and for the CSA, along with items grown on the farm, items of superior quality from other farms within the region were brokered. The CSA flyers in each delivery featured histories and recipes about produce items as well as information about the farms they came from. Thousands of "veggie boxes" were delivered, primarily along the Highway 140 corridor into Yosemite Valley, and for several years as far as Tuolumne Meadows. Additional income was generated from farm to table catering and field trips.

Currently, the business is focused on providing specialty items locally, mostly wholesale to restaurants and a few retail stores. Brand recognition is well established, there is more demand than supply.

Business Description

Mountain Meadow Farms selects items to produce that are not otherwise available (are higher quality specific to being produced on the farm). If you could get it as good from someone else, there is not a reason for us to grow it. We grow what we can that is comparably better than what is available, as well as what we can produce when others are out (since we are a late season farm). Our products are known for being from Mountain Meadow Farms or simply as "Brenda's". The most popular products include eggs, heirloom tomatoes, sun gold cherry tomatoes, turkeys, chicken, and cucumbers. Wholesale and retail prices are set higher than average, this has no bearing on sales, customers are willing to pay for the higher quality. This especially works for restaurants that can charge more for menu items including tomatoes.

Brenda Ostrom is the farm owner and farming instructor. Five to eight people work on the farm annually, part-time, seasonally. Over the past 20+ years, the farm has employed more than 80 people total, many of these youth and transitional jobs (where workers were able to meet people in the community because of the farm and move into full-time positions). The farm has also hosted more than 80 volunteers. Learning and making community connections are integral to the farm employment experience. Over the years, the farm operation has matured: carries insurance and runs payroll.

Market Analysis

The main market segments:

Restaurants featuring menu items with local produce: Sticks, Grove House, High Country, 1850 (did not have enough supply in 2022), Charles Street (did not have enough supply in 2022), Pony Espresso (did not have enough supply in 2022).

Stores featuring local produce: High Country (could have sold more if there was more supply), Triangle Market (could have sold more if there was more supply).

Farmer's Market: did not participate in 2022 due to lack of supply

Off Farm/Direct Sales: very limited in 2022 due to lack of supply (compared to being at least half of all sales)

Operating Plan

Restaurants: orders are placed through text messages; billed with each order or monthly

Stores: orders are to maintain inventory for the duration of the season once items are available; billed with each order

Farmer's Market: produce exchanged for cash, check, state food certificates or Venmo

Off Farm/Direct Sales: orders are placed online, text, email, or phone; billed online, cash, check, PayPal, or Venmo

Customer Base: There is an online customer directory for off farm/direct sales: Farmigo. This business software has been used since 2011.

Registration: State egg and produce handler's licenses are maintained.

Records: Receipts and sales records are tallied annually; taxes are filed.

Marketing and Sales

Mountain Meadow Farms is a 20-year-old established business. At this point there is more demand than product available, so marketing needs are minimal. Three years ago, additional logo and branding efforts were completed primarily for product labeling at High Country. "Brenda's" was introduced since so many customers were referring to Mountain Meadow Farm products as "Brenda's eggs", "Brenda's tomatoes", etc. At some point the website could use an update.

Future Goals

2023: Obtain funding to complete repairs and recovery from 2018 flood, 2021 winds, 2022 dog vs. chicken massacre, and 2022 Oak Fire scar winter run off and restore production back to 33% of 2017. Catering services for one private event is booked for May. Provide 5 to 8 part-time job positions.

2024: Restore production back to 66% of 2017. Resume field trip opportunities – host at least three plus community farm open house (these can be done in 2024 if repairs are completed in 2023). Provide 5 to 8 part-time job positions.

2025: Maintain production of at least 66% of 2017 levels. Continue field trip opportunities – host at least three plus community farm open house. Provide 5 to 8 part-time job positions.

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Brenda Ostrom DBA: Mountain Meadow Farms	Business Age: 244 months (2001)
Address: [redacted]	Business Legal Structure: Sole Proprietor
County: Mariposa	Business Type: Other Vegetable and Poultry
Contact: Brenda Ostrom	Annual Business Revenue: [redacted]
Phone: [redacted] Phone (2):	NAICS: [redacted]
Email: mountainmeadowfarms@gmail.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 11/15/2022	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$50,000	
Use of Funds	
• Purchase Machinery & Equipment	$10,000
• Purchase Inventory & Materials	$10,000
• Working Capital	$ 6,000
• Repairs from flood & winds	$24,000

Review of Submitted Documents to Support Loan Request

Valid business FBN and proof of payment of taxes, including TOT:

Provided a Fictitious Business Name (FBN) Statement, dated Sept. 5, 2019, a California Department of Food and Agriculture (CDFA) Egg Handler Permit #CA-5278 and a CDFA Produce Dealers license - #24478.Other related business documentation may be requested for review.

Credit History:

[redacted]

Explain the intended use of the loan that may be provided by Mariposa County:

Mountain Meadows Farms operations and revenue have been affected by a series of natural disasters/events and external health and safety disruption – 2017 Detwiler Fire, 2018 flood event, 2018 Ferguson Fire, 2020 COVID-19 pandemic, 2021 Mono winds, 2022 incidences with neighbor's vicious dogs, and 2022 Oak Fire. There are many facility repairs and land improvements needed to bring operations and revenues to a sustainable level. The applicant provided information and cost estimates on the intended "uses of funds". Purchase of various equipment is estimated to cost $10,000 - which includes a generator, transfer switch, BCS tiller mover attachment, poultry equipment and small tools. Repairs are estimated to cost $24,000 – which includes replacement of high tunnel end panels and film, purchase of concrete, repair fences, rental of excavator, purchase of lumber and contracted labor. Purchase of supplies/materials is estimated to cost

$10,000 – which included fence and end panels w/gate for the chicken house, chicken feed, replacement trees, tomato/vegetable starts, baby chicks, and marketing/advertising items. Working capital is estimated to be $6,000 – which includes expenses for soil testing, fuel, misc. items, and contracted labor.

What is the financial ability to pay payroll obligations and other operating expenses:

The applicant provided three years of business and personal tax returns (2019, 2020, and 2021) and in-house prepared historical profit & loss statements (2017, 2018, 2019, 2020, and 2021). Schedule F (Profit or Loss from Farming) 2019 shows gross income of $37,897 and net loss of $16,951, 2020 shows gross income of $35,209 and net loss of $51,572, and 2021 shows gross income of $30,025 and a net loss of $258,067 (section 465 (d) carryover loss of $190,555). The applicant submitted an in-house prepared Profit and Loss Statement for the year ending December 31, 2022. Total revenues was $1,500 and total expenses was $1,272 with net income of $228. The business was a total loss due to the neighbor's vicious dogs and power/water shut off during the oak Fire.

To supplement farming revenues, the applicant has an off-farm job (Schedule Cs - 2019 income of $37,785, 2020 income of $66,658, and 2021 income of $317,929). This income supports farm operations and pays for household expenses. For 2022, off-farm earnings provided funds for farm repairs and other related expenses. The applicant will continue off-farm employment going forward.

Income projections with operating assumptions for the years - 2023, 2024, and 2025 were provided. These projections show a small profit assuming no natural disasters or external disruptions. These projections include projected non-farm income of $90,000.

Job creation will be seasonal part-time labor assigned to specific duties – such as farm labor, chicken care, harvesting. The borrower will be using outside small businesses and contractors to perform construction, repairs, fencing, rockwork, and general carpentry.

SUMMARY

Strengths

- Established local small enterprise
- Good credit history (medical issues affected credit score)
- Secondary source of income – non-farm wages

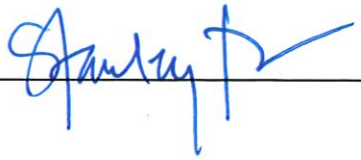
Weaknesses

- Historic business income and cash flow does not support debt service
- Year-over-year income inconsistent
- Business income affected by external factors and natural disasters

If loan request approved, the following are suggested conditions (but not limited to):

- Controlled disbursements, payment made directly to vendor(s) with submitted invoice or work order
- Business insurance with County of Mariposa named as "loss payee"

By: Stanley Tom

Signature: 

Date: April, 27, 2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-307

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District; and Authorize the Board Chair to Sign the Agreement and Any Other Documents Necessary to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District; and Authorize the Board Chair to Sign the Agreement and Any Other Documents Necessary to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel).

This action would approve the purchase of 70.1 acres for the Yosemite West Maintenance District at a cost of $130,000. The additional land is needed to expand a spray field and establish an additional well. Grant applications to implement the desired utility improvements are submitted pending this action.

The property seller is Yosemite Henness Ridge, LLC. The transaction of property would occur through a lot line adjustment to allow for the purchase of a portion of the desired parcel. The lot line adjustment process is nearing conclusion, pending this action, with a targeted close of escrow date of June 19, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has been aware of the need for additional property for the Yosemite West Maintenance District for several years. Conversations with Yosemite Henness Ridge, LLC, about acquiring property adjacent to the existing utility facilities began in June 2017.

Periodic closed sessions have been held since 2017 to provide updates to the Board and negotiate the terms of the agreement. American Recovery Plan Act (ARPA) funds were allocated in June 2022 to cover this purchase. A lot line adjustment application was submitted in November 2022.

The Board approved a resolution of intention to purchase this property on May 2, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff will need additional direction on where to expand the spray field and establish an additional well to support the utilities in Yosemite West.

FINANCIAL IMPACT

No General Fund dollars are requested for this agreement.

ATTACHMENTS

1. **Yosemite West Purchase and Sale Agreement**
2. **Exhibit A**
3. **Exhibit B**
4. **ApprovedSitePlanwithDetail**
5. **PurchaseAreaHighlight**
6. **Yosemite West Resolution of Intention**
7. **Yosemite West Notice of Intent**
8. **YW LLA Application**

VOTE RESULT

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

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 6th day of June 2023, by and between the County of Mariposa, a political subdivision of the State of California ("Buyer"), and Yosemite Henness Ridge, LLC ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of approximately 298.7 acres located at 7168 and 7170 Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Numbers 006-070-038, 006-070-035, and 006-070-031 ("the Parcel").

Buyer is the owner of certain real property consisting of approximately 10 acres located at 7168A Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Number 006-070-030.

Buyer desires to purchase approximately 70.1 acres of the Parcel, specifically Assessor's Parcel Number 006-070-038, by lot line adjustment, described more fully in Exhibit "A" attached hereto ("the Property"), for the purpose of expanding a utility spray field, establishing an additional well, and other uses related to the operation of the Yosemite West Maintenance District water and wastewater facilities.

Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

A. The purchase price for the property shall be $130,000.

B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be: Intercounty Title in Mariposa, CA

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around June 19, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

   i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Buyer will obtain Title Documents from Escrow Holder. If Seller has Title Documents referenced in the preliminary title report, they will be provided upon request.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Approval of Lot Line Adjustment: The lot line adjustment will be subject to the same review as any similar lot line adjustment. Approval or rejection of the application will be made at the discretion of the planning department director or, at his discretion, the Mariposa County Planning Commission.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Approval of the County Board of Supervisors: The purchase of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

iv. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further

provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the

State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or

upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

Robert Shawver
3540 Rosedale Avenue
Dallas, TX 75205

TO BUYER:

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

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

SELLER:

Robert Shawver
Yosemite Henness Ridge, LLC

BUYER:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
Mariposa County Counsel

March 22, 2023
Transfer YHR LLC to Mar. Co.
Por. APN 006-070-038

Exhibit "A"

All that real property being a portion of that certain parcel of land described in the document recorded as Doc. #2017-3765, Mariposa County Official Records, situated in a portion of Sections 23 and 24, Township 3 South, Range 20 East, M.D.M. in the State of California, County of Mariposa described as follows:

COMMENCING at the Quarter Corner common to said Sections 23 and 26 of said Township 3 South, Range 20 East, M.D.M., being marked with a 5/8" rebar, tagged LS 8393 as shown on that certain map entitled "Record of Survey for Yosemite West Associates & Yosemite Highlands, Inc.", recorded October 10, 2017, in the Book of Maps at page 2978, Mariposa County Records; thence N.67°26'44"E. 1006.80 feet to the westerly boundary of that certain Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2016-3186, Mariposa County Official Records; thence along said westerly boundary N.28°31'38"W. 128.69 feet to the POINT OF BEGINNING being marked with a 5/8" rebar, tagged LS 8393; thence from said POINT OF BEGINNING, leaving said westerly boundary, WEST 523.79 feet to a 5/8" rebar, tagged LS 8393; thence parallel to the west line of the southeast one-quarter of said Section 23, N.00°37'39"W. 1,152 feet more or less to the centerline of an existing dirt road; thence easterly along said dirt road centerline 3,270 feet more or less to a point which bears N.63°24'09"E. 3,494.35 feet from the said Quarter Corner common to said Sections 23 and 26; thence leaving said dirt road centerline, S.84°43'35"E. 245 feet more or less to the centerline of Indian Creek; thence southeasterly along said Indian Creek centerline 1,300 feet more or less to the intersection with the westerly boundary of that certain Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2015-1850, Mariposa County Official Records; thence southerly and westerly along the boundary thereof the following two courses, S.02°00'27"E. 520.13 feet to a 5/8" rebar, tagged LS 4298; thence S.89°02'35"W. 1633.49 feet to a 5/8" rebar, tagged LS 8393, being a point on the easterly boundary of that said Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2016-3186, Mariposa County Official Records; thence along said boundary the following eleven (11) courses, N.26°39'36"W. 263.78 feet to the Southeast corner of the parcel of land conveyed to Mariposa County, Yosemite West Maintenance District, dated March 29, 1982 and recorded September 23, 1982 in Vol. 241 of Official Records at page 454; thence along said parcel boundary the following two courses, S.89°33'07"W. 872.03 feet; thence N.00°03'47"W. 500.86 feet; thence leaving said parcel, N.00°27'13"W. 44.99 feet to the Southeast corner of the parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893675, Mariposa County Official Records; thence along the Southerly boundary of said parcel the following five courses, S.86°05'46"W. 413.60 feet; thence S.77°29'17"W. 209.18 feet; thence S.51°40'58"W. 181.60 feet; thence S.31°37'01"W. 295.00 feet; thence S.35°22'49"W. 25.04 feet; thence leaving said parcel boundary, S.35°22'49"W. 148.35 feet; thence S.18°43'31"W. 272.69 feet to the POINT OF BEGINNING.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GRID DISTANCES, TO COMPUTE GROUND DISTANCES MULTIPLY BY THE COMBINED SCALE FACTOR OF 1.0003399.

EXCEPTING THEREFROM
All that parcel of land conveyed to Mariposa County, Yosemite West Maintenance District, dated March 29, 1982 and recorded September 23, 1982 in Vol. 241 of Official Records at page 454, described therein as follows:

A parcel of land situated in a portion of Section 23 and 24, Township 3 South, Range 20 East, M.D.M., said parcel being more particularly described as follows:

Beginning at the Southeasterly corner of said Section 23 and the Southwesterly corner of Section 24; thence North 39° 47' 11" West 986.96 feet to the True Point of Beginning; Thence from said Point of Beginning, North 494.30 feet to the Southwesterly corner of the 7.18 acre parcel currently used as a sewage treatment plant and garbage disposal site; Thence from said corner along the Southerly line of said 7.18 acre parcel, South 84° 10' East 386.00 feet; thence North 61° 45' East 242.00 feet; thence South 71° 35' East 290.00 feet to the Southeasterly corner of the aforementioned 7.18 acre parcel; thence from said corner, South 478.00 feet to a point which is North 17° 36' 39" East 795.71 feet from the said Southeasterly corner of Section 23; thence from said point which is the Southeasterly corner of this described parcel, Westerly along the Southerly line of this described parcel, West 872.32 feet to the true point of beginning.

Said parcel contains 435,600 square feet, or 10.00 acres, more or less

Grantor hereby reserves a roadway easement and utility easement across the Northerly line of said described lands to a width of 60 feet.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

ALSO EXCEPTING THEREFROM

The parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893671, Mariposa County Official Records, described therein as follows:

Commencing at the west quarter section corner of said Section 24, as said point is delineated on that certain map entitled "Record of Survey for Warren A. Raddatz", recorded November 8, 1979, in the Book of Maps at page 2044, Mariposa County Records, said point being marked with a 1-1/2" brass cap stamped "T3S R20E 23/24 1/4 COR", set in concrete on a bed rock slab; thence South 31° 32' 17" East, 1462.93 feet to the true point of beginning for this description. Thence North 44° 45' 32" East, 55.00 feet; thence South 45° 14' 28" East, 55.00 feet; thence South 44° 45' 32" West, 55.00 feet; thence North 45° 14' 28" West, 55.00 feet to the point of beginning; said point being the terminus of this description, containing 0.0694 acres, more or less.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

ALSO EXCEPTING THEREFROM

The parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893675, Mariposa County Official Records, described therein as follows:

Commencing at the east quarter section corner of said Section 23, as said point is delineated on that certain map entitled "Record of Survey for Warren A. Raddatz", recorded November 8, 1979 in the Book of Maps at page 2044, Mariposa County Records, said point being marked with a 1-1/2" brass cap stamped "T3S R20E 23/24 1/4 Cor", set in concrete on a bed rock slab; thence South 22° 09' 55" West, 1430.79 feet to the true point of beginning for this description, said point being at the intersection of the centerline of an existing access road with the westerly boundary of the existing Sewage Treatment Plant and Garbage Disposal Site Easement, in favor the County of Mariposa, as recorded on August 1, 1967, in Volume 105 at page 612, Mariposa County Records. Thence North 00° 00' 00" East, 375.00 feet; thence North 90° 00' 00" West, 932.35 feet; thence South 00° 00' 00" West, 824.10 feet to the centerline of the aforementioned existing access road; and running thence along the centerline of said access road the following courses and distances: North 35° 49' 41" East, 24.47 feet; thence North 32° 03' 53" East, 295.10 feet; thence North 52° 07' 50" East 181.66 feet; thence North 77° 56' 09" East, 209.26 feet; thence North 86° 41' 10" East, 414.02 feet to the point of beginning; said point being the terminus of this description, containing 10.00 acres more or less.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

The herein above described property contains approximately 70.1 acres (calculated from record data) and is subject to any easements or rights-of-way of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

March 23, 2023
Date

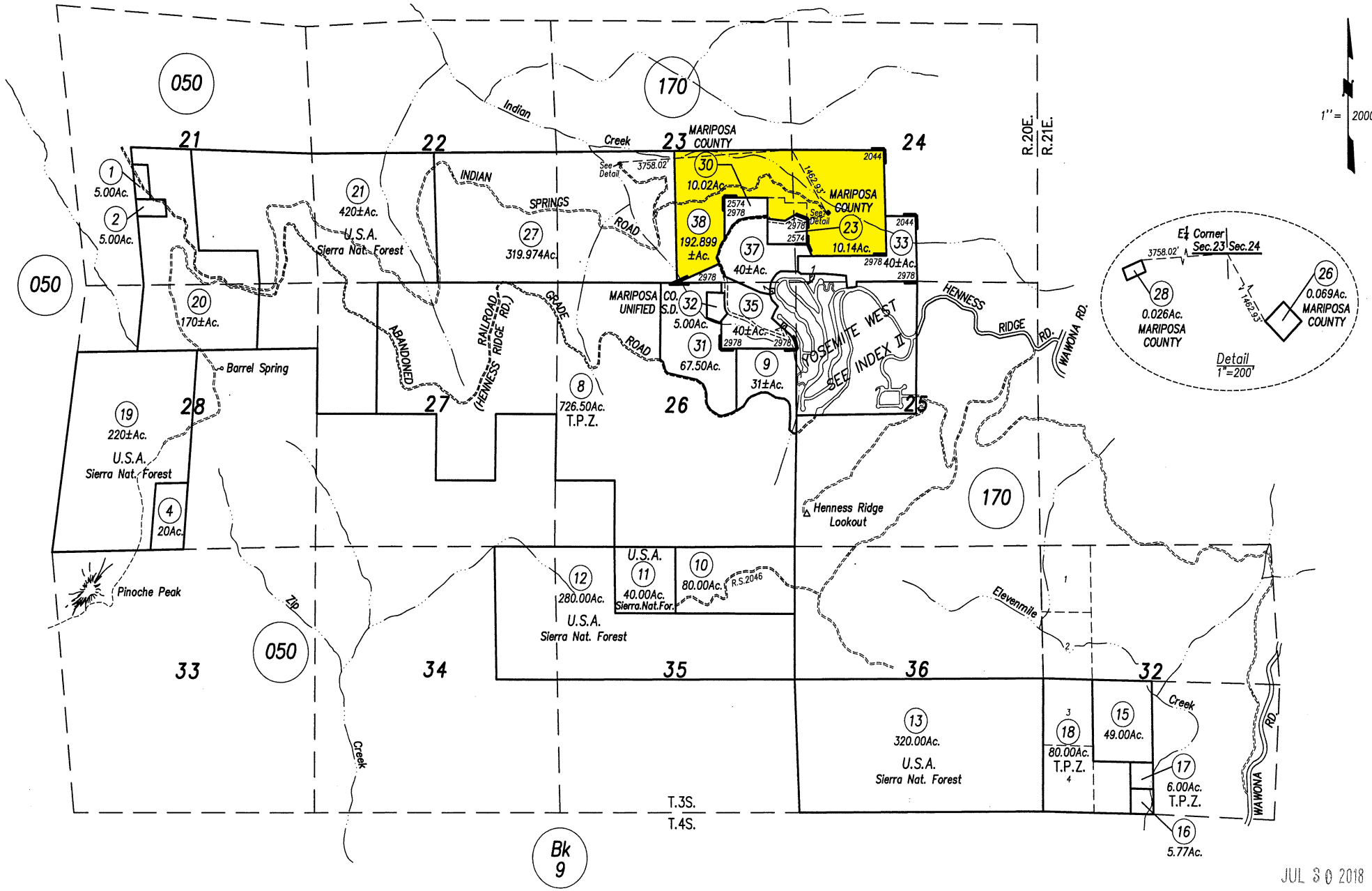
Nicholas A. Vanlandingham



PORTION T.3S., R.20&21E., M.D.B.&M.

Tax Area Code
51000

06-070



JUL 30 2018

R.S. 2044
2046
2574
2978

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE: Assessor's Parcel Numbers Shown in Small Circles.
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06-Pg.070
County of Mariposa, Calif.
2018

LOT LINE ADJUSTMENT

BETWEEN

YOSEMITE HENNESS RIDGE LLC AND
THE COUNTY OF MARIPOSA

LOCATED IN SECTIONS 23, 24, & 26
TOWNSHIP 3 SOUTH, RANGE 20 EAST, M.D.B.&M.

(SHEET 1 OF 3)
PARCELS CONFIGURATION
BEFORE ADJUSTMENT

SCALE 1"=600'

PARCEL 1 - EXISTING
189.66± ACRES (EXISTING)

PARCEL 2 - EXISTSING
10.01± ACRES (EXISTING)

PARCEL 3 - EXISTING
40.27± ACRES (EXISTING)

PARCEL 4 - EXISTING
68.41± ACRES (EXISTING)

MARIPOSA COUNTY EASEMENT

MARIPOSA COUNTY NOT A PART

MARIPOSA COUNTY NOT A PART

M.C.U.S.D. NOT A PART

EXISTING ROAD AND EASEMENT (SEE DETAIL SHEET 3)

INDIAN CREEK

YOSEMITE WEST UNIT No. 1

YOSEMITE PARK WAY

BUCK BRUSH

MANZANITA

HENNESS RIDGE RD.

HENNESSRIDGE RD.

HENNESS CIRCLE

2530' 1347' 1303' 2718' 1633' 520' 1007' 366' 835' 321' 507' 300' 250' 1531' 555' 1314' 1215' 656' 114' 186' 208' 273' 129' 192' 148' 295' 182' 209' 414' 386' 242' 290' 485' 264'

-30% -45% -46% -36% -28% -32%

4700 4800 4900 5000 5100 5200 5300 5400 5500 5600 5700 5800 5900 6000

23 24 26 25

LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE

NOTES

- ALL PARCELS ARE SERVED BY EXISTING ACCESS EASEMENTS

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

PARCEL 1
YOSEMITE HENNESS RIDGE LLC
APN 006-070-038

EXISTING: 189.66± AC (CALCULATED) 192.899± AC (ASSESSOR)
PROPOSED: 124.17± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

PARCEL 2
COUNTY OF MARIPOSA
APN 006-070-030

EXISTING: 10.01± AC (CALCULATED) 10.02± AC (ASSESSOR)
PROPOSED: 80.13± AC

MAILING ADDRESS: PO BOX 1966 MARIPOSA CA 95338-1966

SITE ADDRESS: N/A

PARCEL 3
YOSEMITE HENNESS RIDGE LLC
APN 006-070-035
EXISTING: 40.27± AC (CALCULATED) 40± AC (ASSESSOR)
PROPOSED: 43.97± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

PARCEL 4
YOSEMITE HENNESS RIDGE LLC
APN 006-070-031
EXISTING: 68.41± AC (CALCULATED) 67.50± AC (ASSESSOR)
PROPOSED: 60.16± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 02/23/23 BY: NAV

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LOT LINE ADJUSTMENT

BETWEEN

YOSEMITE HENNESS RIDGE LLC AND
THE COUNTY OF MARIPOSA

LOCATED IN SECTIONS 23, 24, & 26
TOWNSHIP 3 SOUTH, RANGE 20 EAST, M.D.B.&M.

(SHEET 2 OF 3)
PARCELS CONFIGURATION
AFTER ADJUSTMENT

SCALE 1"=600'

PARCEL 1 - ADJUSTED
124.17± ACRES (PROPOSED)

PARCEL 2 - ADJUSTED
80.13± ACRES (PROPOSED)

PARCEL 3 - ADJUSTED
43.97± ACRES (PROPOSED)

PARCEL 4 - ADJUSTED
60.16± ACRES (PROPOSED)

PROPOSED PROPERTY LINE TO FOLLOW CENTERLINE OF EXISTING DIRT ROAD

PROPOSED PROPERTY LINE TO FOLLOW CENTERLINE INDIAN CREEK

INDIAN CREEK

MARIPOSA COUNTY NOT A PART

DIVISION LINE TO BE REMOVED

EXISTING ROAD AND EASEMENT (SEE DETAIL SHEET 3)

M.C.U.S.D. NOT A PART

YOSEMITE WEST UNIT No. 1

YOSEMITE PARK WAY

BUCK BRUSH

MANZANITA

HENNESS RIDGE RD.

HENNESS CIRCLE

HENNESS RIDGE RD.

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE

NOTES

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APN 006-070-038

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MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
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P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 02/23/23 BY: NAV

LOT LINE ADJUSTMENT

BETWEEN

YOSEMITE HENNESS RIDGE LLC AND
THE COUNTY OF MARIPOSA

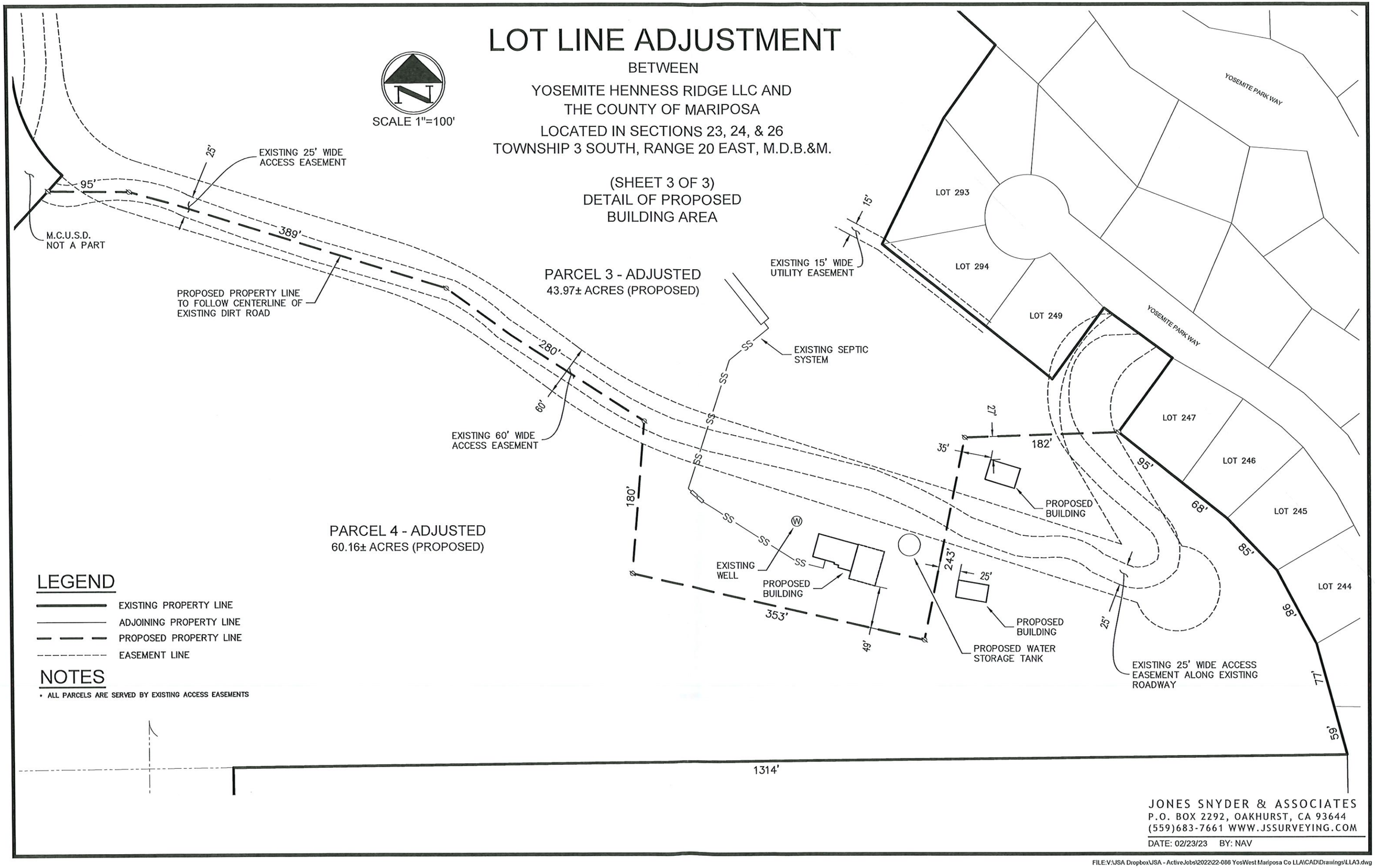
LOCATED IN SECTIONS 23, 24, & 26
TOWNSHIP 3 SOUTH, RANGE 20 EAST, M.D.B.&M.

(SHEET 3 OF 3)
DETAIL OF PROPOSED
BUILDING AREA

SCALE 1"=100'

PARCEL 3 - ADJUSTED
43.97± ACRES (PROPOSED)

PARCEL 4 - ADJUSTED
60.16± ACRES (PROPOSED)



LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE

NOTES

- ALL PARCELS ARE SERVED BY EXISTING ACCESS EASEMENTS

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LOT LINE ADJUSTMENT

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YOSEMITE HENNESS RIDGE LLC AND
THE COUNTY OF MARIPOSA

LOCATED IN SECTIONS 23, 24, & 26
TOWNSHIP 3 SOUTH, RANGE 20 EAST, M.D.B.&M.

(SHEET 2 OF 3)
PARCELS CONFIGURATION
AFTER ADJUSTMENT

SCALE 1"=600'

PARCEL 1 - ADJUSTED
124.17± ACRES (PROPOSED)

PARCEL 2 - ADJUSTED
80.13± ACRES (PROPOSED)

PARCEL 3 - ADJUSTED
43.97± ACRES (PROPOSED)

PARCEL 4 - ADJUSTED
60.16± ACRES (PROPOSED)

PROPOSED PROPERTY LINE TO FOLLOW CENTERLINE OF EXISTING DIRT ROAD

PROPOSED PROPERTY LINE TO FOLLOW CENTERLINE INDIAN CREEK

INDIAN CREEK

DIVISION LINE TO BE REMOVED

MARIPOSA COUNTY NOT A PART

M.C.U.S.D. NOT A PART

EXISTING ROAD AND EASEMENT (SEE DETAIL SHEET 3)

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HENNESS RIDGE RD.

HENNESS CIRCLE

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
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NOTES

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YOSEMITE HENNESS RIDGE LLC
APN 006-070-038

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PROPOSED: 124.17± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

PARCEL 2
COUNTY OF MARIPOSA
APN 006-070-030

EXISTING: 10.01± AC (CALCULATED) 10.02± AC (ASSESSOR)
PROPOSED: 80.13± AC

MAILING ADDRESS: PO BOX 1966 MARIPOSA CA 95338-1966

SITE ADDRESS: N/A

PARCEL 3
YOSEMITE HENNESS RIDGE LLC
APN 006-070-035
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PROPOSED: 43.97± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

PARCEL 4
YOSEMITE HENNESS RIDGE LLC
APN 006-070-031
EXISTING: 68.41± AC (CALCULATED) 67.50± AC (ASSESSOR)
PROPOSED: 60.16± AC

MAILING ADDRESS: 3540 ROSEDALE AVE DALLAS TX 75205
SITE ADDRESS: N/A

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
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FILE:V:\JSA Dropbox\JSA - Active Jobs\2022\22-086 YosWest Mariposa Co LLA\CAD\Drawings\LLA3.dwg

MARIPOSA COUNTY

RESOLUTION NUMBER 23-_____

RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY IN YOSEMITE WEST

WHEREAS, Yosemite Henness Ridge, LLC ("Seller") is the owner of that certain real property consisting of approximately 298.7 acres located at 7168 and 7170 Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Numbers 006-070-038, 006-070-035, and 006-070-031("the Parcel"); and

WHEREAS, the County of Mariposa, a political subdivision of the State of California ("Buyer"), is the owner of certain real property consisting of approximately 10 acres located at 7168A Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Number 006-070-030; and

WHEREAS, Buyer desires to purchase approximately 70.1 acres of the Parcel, specifically Assessor's Parcel Number 006-070-038, by lot line adjustment, described more fully in Exhibit "A" attached hereto ("the Property"), for the purpose of expanding a utility spray field, establishing an additional well, and other uses related to the operation of the Yosemite West Maintenance District water and wastewater facilities; and

WHEREAS, Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Intends to purchase the Property at a price of $130,000; and
2. Authorizes the Clerk of the Board to publish the attached Notice of Intention to purchase real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
3. Sets June 6, 2023, at 9:00 a.m. or as soon thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to consider the purchase.

ON MOTION BY Supervisor _____, seconded by Supervisor_____, this resolution is duly passed and adopted this 2nd day of May, 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to purchase 70.1 acres of the following real properties by lot line adjustment:

Address: 7168 and 7170 Yosemite Parkway in Yosemite West, California
APNs: 006-070-038
Size: 70.1 acres
Location: Adjacent to the Yosemite West Maintenance District facilities in Yosemite West, California
Seller: Yosemite Henness Ridge, LLC
Price: $130,000

The Mariposa County Board of Supervisors intends to purchase the real property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement. A public hearing to consider the purchase will be held on June 6, 2023, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA).

200501

LOT LINE ADJUSTMENT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

FOR OFFICE USE ONLY

Date Submitted _____ Received By _____

Fees Paid $_____ Receipt No. _____ Received By _____

Application No. _____ Application Complete _____

Final Action _____ Date_____

Certificate of Compliance - Document No. _____

APPLICANT INFORMATION

PARCEL A, or 1:

Applicant Name Yosemite Henness Ridge LLC, Robert Shawver

Mailing Address 3540 Rosedale Ave. Dallas TX 75205

Daytime Telephone Number (214) 794-3335 E-Mail Robert@shawvertitle.com

Property Owner Name _____
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL B, or 2:

Applicant Name County of Mariposa

Mailing Address PO Box 1966

Daytime Telephone Number (209) 966-3222 E-Mail dkimble@mariposacounty.org

Property Owner Name _____
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL C, or 3: & 4

Applicant Name Yosemite Henness Ridge LLC, Robert Shawver

Mailing Address 3540 Rosedale Ave, Dallas TX 75205

Daytime Telephone Number (214) 794-3335 E-Mail Robert@shawvertitle.com

Property Owner Name also the owner of Parcel 4
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

200501

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Parcel 1, 3 & 4 Parcel 2

Property Owner *(printed name)*:	2nd Property Owner *(printed name)*:	Applicant *(printed name)*:
Yosemite Henness Ridge, LLC	County of Mariposa	
Property Owner *(signature)*:	2nd Property Owner *(signature)*:	Applicant *(signature)*:
	Jay D Kuhl	
Date: 10/6/2022	Date: 11/2/2022	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-308

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County allocated funds to cover activities associated with the University of California Cooperative Extension's (UCCE) Prescribed Burn Association Coordinator earlier this fiscal year 2022-2023. The memorandum of understanding attached to this board item establishes a relationship between UCCE and Mariposa County regarding the activities of the Prescribed Burn Assistance program. By establishing an MOU, the Prescribed Burn Association program can continue with liability covered under the MOU by the Regents of the University of California.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An MOU has been in place since 1980 with the Regents of the University of California Extension to provide a Cooperative Extension program for the County of Mariposa. This agreement is separate and in addition to that MOU.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the proposed MOU or suggest modifications. This action might prevent the program from moving forward, as this proposed action is merely to provide liability coverage for a program which has already been approved and funded.

FINANCIAL IMPACT

ATTACHMENTS

1. **Draft Agreement Mariposa**
2. **MariposaSupport1980**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

AGREEMENT NO. Y23-6412
between
COUNTY OF MARIPOSA
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is made by and between the County of Mariposa (hereinafter called "County") and The Regents of the University of California (hereinafter called "University"), on behalf of its University of California Cooperative Extension (UCCE), Mariposa County.

WHEREAS, the University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service; and

WHEREAS, the University and County desire to facilitate their programs by cost sharing certain staff positions; and

WHEREAS, the County finds that this cost-sharing agreement will support and further the goals and initiatives of the UCCE; and

WHEREAS, the County supports the work of this UCCE office staff position that is working to sustain natural resources and reduce fire risk in Mariposa; and

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK. County shall reimburse University for payroll and related benefit and support expenses of a Community Education Specialist for Prescribed Burn Association Coordination in accordance with this Agreement. The Community Education Specialist position described herein shall be employee positions of the Regents of the University of California and not an employee of the County of Mariposa.

2. PERIOD OF PERFORMANCE. The term of this Agreement shall be from February 1, 2022 through June 30, 2024. Funds may be carried forward from one budget period to the next budget period if mutually agreed by the Parties to continue this agreement beyond June 30, 2024.

3. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon providing thirty (30) days prior written notice to the other party. University shall prepare, within sixty (60) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which have been advanced in excess of total costs incurred.

4. ALTERATION, AMENDMENT. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. RATES. The County shall pay the University a fixed amount of Fifty-Six Thousand and Seventy-Seven Dollars ($56,077), upon receipt of invoice for full amount. University's central accounting office shall submit invoice to Fadzayi Mashiri, UCCE Mariposa, 5009 Fairgrounds Drive, Mariposa, CA 95338, fmashiri@uncanr.edu. County shall make checks

payable to “The Regents of the University of California”, reference this agreement by number, and mail the payment to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, CA 90074-1816

6. INDEMNIFICATION. University shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

   County shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

7. NOTICE. All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

   TO: UNIVERSITY
   University of California
   ANR Office of Contracts & Grants
   2801 Second Street
   Davis, CA 95616
   ATTN: Heidi von Geldern

   TO: County of Mariposa
   P.O. Box 784
   5100 Bullion Street
   Mariposa, CA 95338
   Attn: Dallin Kimble, CAO

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**COUNTY OF MARIPOSA**
By: _____	By: _____
Kimberly Lamar, Associate Director ANR Office of Contracts and Grants	Miles Menetrey Board of Supervisors Chair
Date:_____	Date: _____
COUNTERSIGNED: (Government Code §25103)	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed this 17th day of December, 1980, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as REGENTS and the COUNTY OF MARIPOSA, hereinafter referred to as COUNTY, to provide a basis for the establishment and maintenance of Cooperative Extension in the COUNTY, and for the operation of Multi-county Extension work, when such operations are mutually agreed by COUNTY, Director of Cooperative Extension, and other cooperating counties to be in the common interest. Pursuant to Section 3140 of the Education Code of the State of California, which provides for the appropriation by County Board of Supervisors of County funds for the support and maintenance of Extension work in Agriculture and Home Economics for the benefit of the County in cooperation with the University, the COUNTY did by Resolution Number 80-196, adopted by the Board of Supervisors on November 25, 1980, request that REGENTS establish an office of Cooperative Extension in the COUNTY. An office has been established in accordance with the request and is now serving the people of the COUNTY. It is deemed desirable that this Memorandum be executed for the purposes of specifying the existing method of operation of Cooperative Extension. It is not the purpose of the Memorandum to make substantial changes in the present operations of said organization.

A. The COUNTY agrees to:

1. Provide annually for such funds as may be reasonably necessary for the support and maintenance of Cooperative Extension in the COUNTY. The use of such funds shall

include, but not be limited to, the following:

a. Salaries and Wages: These funds shall be used for secretarial, stenographic, clerical personnel and may be used for the employment of general assistance, including field, laboratory, artist and carpenter. Such personnel shall be employed and paid by the COUNTY.

b. Maintenance and Operation: These funds shall be used for the usual operating, maintenance and upkeep-including custodial-costs of county offices, equipment, and transportation of the County Cooperative Extension staff in their official duties. Among these items are office rent, if applicable, office supplies and printing, automobile, travel and subsistence expenses, public utilities, laboratory, field test and demonstration materials, photographic supplies, freight and express, postage and other maintenance and operation expenses.

c. Capital Outlay: These funds shall provide for the purchase of office, field, laboratory, photographic, visual aid, and automotive equipment and other facilities, including office space for the use of Cooperative Extension in the performance of their official educational duties.

2. Honor and accept the authorization and approval of the Director of Cooperative Extension or his duly authorized representative for the expenditure of the budgeted

funds to be used for the support and maintenance of Cooperative Extension. (Including necessary expenses incurred in attending meetings called by the University of California Cooperative Extension and official business trips to campuses of the University of California.)

B. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREE to:

1. Appoint, assign, supervise, and pay the entire salaries of a professional staff of farm advisors, home advisors and youth advisors for the operation of Cooperative Extension in the COUNTY. The number of such advisors shall be determined by REGENTS, or the designated representative, and shall be conditioned upon the availability of funds and the continued financial support of such program by the COUNTY.

2. Conduct an education program in Agriculture and Home Economics, including 4-H Youth work.

3. Provide specialist assistance and educational guidance for Cooperative Extension assigned to the COUNTY.

4. Designate one member of the County Cooperative Extension who will represent and be responsible to the Director of Cooperative Extension in all matters relating to the operation and conduct of the County program of Cooperative Extension of the University of California.

5. Provide Workmen's Compensation Iusurance for all personnel assigned to the COUNTY whose salaries are paid by the Regents.

6. Provide public liability and property damage insurance for its salaries personnel in the conduct of their official work.

7. Be responsible for proper use, custody, and care but not maintenance, of County-owned equipment and supplies which are furnished by purchase or otherwise by the COUNTY to the County Cooperative Extension for their official work. Such custody and care of equipment and supplies shall take into account any normal use, depreciation, expendability, and accidental and unavoidable loss in accordance with usual COUNTY fiscal and inventory procedures.

8. Render an annual report on the activities and accomplishments of Cooperative Extension in the COUNTY.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Date: 12/17/80 By: _____

Date: 12/18/80 By: _____

COUNTY OF MARIPOSA

By: _____
ERIC J. ERICKSON, Chairman
Board of Supervisors

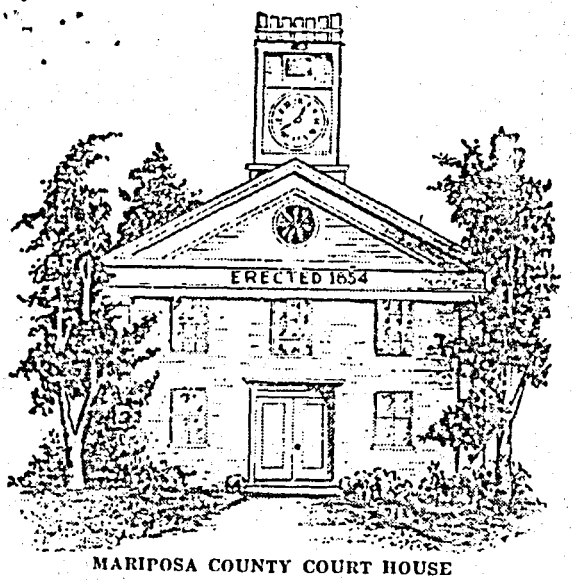
ATTEST:

_____
ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____ 11/24/80
RICHARD K. DENHALTER, County Counsel

210-30-1



MARIPOSA COUNTY COURT HOUSE
"OLDEST IN THE WEST"

Board of Supervisors

Mariposa County

(209) 966-2005

DISTRICT NO. 1 ..... CARROLL N. CLARK, Chairman
DISTRICT NO. 2 ..... EUGENE DALTON, JR.
DISTRICT NO. 3 ..... FRANK L. LONG, JR.
DISTRICT NO. 4 ..... HAROLD E. WEBER
DISTRICT NO. 5 ..... JAMES R. OWINGS

ELLEN BRONSON
Clerk

P.O. BOX 247
MARIPOSA, CALIFORNIA 95338

November 28, 1980

RECEIVED BY
Office of
Vice President
Agriculture and University Services

DEC 15 1980

WES		

Regents of Univeristy of California add to
Cooperative Extension
9240 So. Riverbend Avenue
Parlier, CA 93648

orig. returned w/ cover letter

Gentlemen:

The Board of Supervisors, Mariposa County, at its meeting of November 25, 1980, took the following action:

> "On motion of Moffitt, seconded by Clark, Res. 80-196 was passed and adopted, authorizing Chairman to sign Memorandum of Understanding with the Regents of the University of California for Cooperative Extension services in the County."

Attached please find two signed copies of the aforementioned agreement. Please return one fully executed copy for our files.

Respectfully,

Joan J. Lynk

Joan J. Lynk
Executiv

cc: John Anderson

210-30-1 ✓

December 18, 1980

Ms. Joan J. Lynk
Executive Aide
Board of Supervisors
P. O. Box 247
Mariposa, Ca. 95338

Records
12/19/80

Dear Ms. Lynk:

With reference to your November 28, 1980 enclosing the Memorandum of Understanding between the Regents of the University of California and Cooperative Extension in Mariposa County. This has been duly signed by Director of Administrative Services Warren E. Schoonover and myself and I am returning the documents herewith.

Sincerely,

Jerome B. Siebert
Assistant Vice President
and Acting Director

cc: W. E. Schoonover

cc: John Anderson

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Receive an Informational Update Regarding the Terramor and KOA Pre-Application

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RECOMMENDATION AND JUSTIFICATION

Receive an Informational Update Regarding the Terramor and KOA Pre-Application.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board Actions on the Pre-Application have occurred, because a pre-application does not authorize, approve or include any land use development actions as a part of the procedure. A pre-application is for preliminary review and informational purposes.

The Planning Department received a Pre-Application (No. 2021-212) in December of 2021 for the KOA and Terramor proposed project. The final Pre-Application Letter was issued on March 8, 2022. No project approval actions were a part of the pre-application process.

Related:
The Planning Department received a Parcel Merger application No. 2023-022, February 7, 2023. Merger of two KOA owned parcels into one parcel. Merger authorized/approved on May 1, 2023. The merger is not a development permit and no development was a part of, or approved.

BOS Resolution Nos. 22-633 and 22-634 November 8, 2022 - Agreements to Pay and Contracts for Planning Services - JB Anderson Land Use Planning. Agreements for the applicant (KOA) to pay for county contract planner services for if and when any KOA Terramor related

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A No action is a part of this item. Informational Update only.

FINANCIAL IMPACT

None. No budget actions are a part of this item. This item is an informational update only.

ATTACHMENTS

1. **Terramor & KOA Pre- Application Informational Update Presentation**
2. **Dave Lombard Comment**

KOA/Terramor Information

As of 5/23/23

This proposal is currently in the Pre-Application stage.

The Pre-Application information and review has been completed, but no formal project land use permit (entitlement) or California Environmental Quality Act (CEQA) applications have been submitted to date for Terramor or KOA. For information on the Pre-Application, please visit the website below.

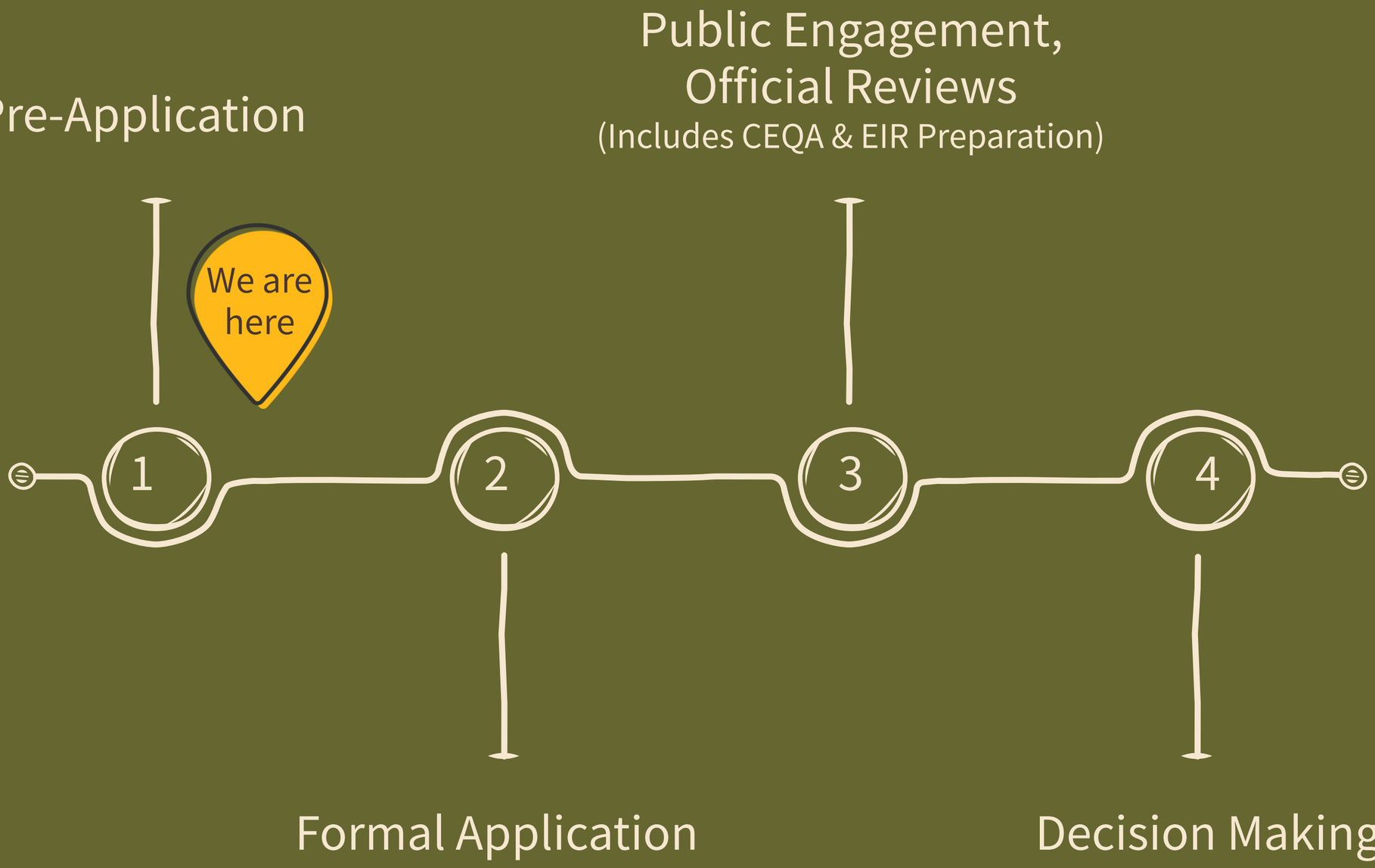
This is NOT a land use permit application.
It does NOT authorize or approve a project.
It does NOT allow for the physical development of the proposed project.

www.mariposacounty.org/2718/KOA-Terramor-Pre-Application

KOA/Terramor Information

As of 5/23/23

Process Steps



www.mariposacounty.org/2718/KOA-Terramor-Pre-Application

KOA/Terramor Information

As of 5/23/23

Official Land Use Permit Review Process

When the County receives an official land use permitting application there are three main processing functions that must take place:

- **A regulatory process**: This is where the proposed project is reviewed and evaluated for adherence to state and local requirements and laws and a draft staff report and draft EIR is created (County General Plan, Zoning, CEQA, and myriad state and local land use related regulations).
- **A public engagement process**: This is where the proposed project is presented to the community for official feedback (commenting). Including feedback (commenting) at scoping - intital review step, draft EIR, studies, plans and project documents.
- **Decision- Consideration & Actions**- Project and CEQA documents actions- consideration and actions (includes multiple public meetings/hearings)

www.mariposacounty.org/2718/KOA-Terramor-Pre-Application

The Regulatory Process

When the County receives an official land use permitting application it starts a formal regulated process that includes:

- An extensive review and evaluation by agencies and county departments that have regulatory purview over aspects of the project.
- Public scoping meeting(s) for gathering public commenting at that initial stage of the review.
- A draft staff report and Environmental Impact Report (EIR).
- Published staff report & draft EIR followed by additional public commenting opportunities.
- Final staff report and final EIR published and commenting on final documents.

The Public Engagement Process

If/When the County receives a formal land use entitlement application, we will take the proposed project to the community through engagement opportunities. Opportunities to provide official public feedback will include:

- Public scoping meeting(s)
- Midpines Planning Advisory Committee (MPAC) public meeting
- Planning Commission public hearings
- Board of Supervisors public hearings

The Public Engagement Process

Mariposa County Planning Department will provide public notices regarding the project and how to officially provide feedback. These notices will be:

- Mailed Property Owner notifications to nearby parcels
- Published in the newspaper
- Posted at required posting locations (Midpines Post Office, Mariposa County Clerk, Mariposa Government Center, Mariposa Courthouse, Planning Department and County Webpage)

KOA/Terramor Information

As of 5/23/23

Where Are We Now?

- [x] Pre-Application - submitted and completed
- [ ] Formal Application - the County has not received the land use permitting applications for project development
- [ ] Regulatory Review & Public Engagement
- [ ] Project Actions - Public meetings to consider EIR certification and project approval or denial

Stay up-to-date by visiting

www.mariposacounty.org/1129 or calling 209-966-5151

www.mariposacounty.org/2718/KOA-Terramor-Pre-Application

More About Planning- Current Planning

Current Planning Application Processing Function

- Planning Department receives applications from the public for proposed development projects.
- Planning Department staff are obligated to process received applications.
- Pre-Applications are an option as a part of the process available to all potential applicants.
- Meetings/Discussions with applicants and agencies & departments typically occur.
- No approval or denial is a part of a pre-application.

More About Planning- Current Planning

Current Planning Application Processing Function

- Planning strives to remain objective during reviews and while creating staff reports to ensure compliance with applicable policies, laws and regulations.

- Planning does not market, support or oppose projects/applications, rather, Planning evaluates projects in accordance with state and local regulatory requirements for disclosure of information to the public and decision makers.

Danielle Bondshu

From: dave-lombard@sti.net
Sent: Tuesday, June 6, 2023 10:23 AM
To: Board Clerk
Cc: dave-lombard@sti.net
Subject: KOA / Terramor

Some people who received this message don't often get email from dave-lombard@sti.net. Learn why this is important

I am unable to attend today's meeting but would like to voice my opinion regarding the proposed KOZ / Terramor development project.

In a word, NO!!

This will disrupt the ambience of the neighborhood, put a huge demand on water availability, create a huge load on waste disposal and subject all of us to extreme fire danger with firepits in the camp sites under the supervision of folks that don't understand fire danger.

I urge the board to tell KOA / Terramor to take their plans elsewhere.

Sincerely,



Dave Lombard, P.E.
dave-lombard@sti.net
209-777-4801
5116 Yosemite Oaks Road
Mariposa, CA 95338