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 2, 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

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Chair Menetrey made note that CA.6 has been withdrawn and rescheduled to May 9th and will be placed on Regular.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**

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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)

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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**

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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

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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

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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

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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

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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

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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.

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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

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-217

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-218

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

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

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

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

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

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

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13918

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-219

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

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

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

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

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

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

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

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

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-220

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 13920

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-221

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Extreme Snowstorms 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:
.

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

REF ID# 14057

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Eliminating Transfer Out of LAFCo Fund 3370

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Eliminating the Transfer Out of the LAFCo Budget and Instead Decrease General Fund Contingency to Balance the General Fund ($17,000).

Current expenditures require that the funds scheduled to be transferred out remain in the LAFCo fund.

The decrease in the transfer in on the general fund side will require that the contingency be reduced to balance the general fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-390: Fiscal Year 2022-23 Final Budget Resolution

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and LAFCo will start FY24 with a negative beginning fund balance.

FINANCIAL IMPACT:
Contingency will be reduced by $17,000 to balance the general fund

ATTACHMENTS:
LAFCO BA (PDF)

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

REF ID# 14029

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3370	249	80111	Transfer out			17,000
3370	249	60301	General Professional Services		17,000	
1001	100	49101	Transfer In			(17,000)
1001	100	92001	Contingency			17,000
				TOTALS	17,000	17,000

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

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

Attachment: LAFCO BA (RES-2023-222 : Approve Budget Action Eliminating Transfer Out of LAFCo Fund 3370)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-223

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract with Oracle License Reseller DLT ($350,279.46)

RECOMMENDATION AND JUSTIFICATION:
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.

This agreement maintains the licenses that are already being used for accounting, budgeting, payroll, time entry, benefits management, accounts payable, etc.

It has been three years since the county started on the Oracle journey and the time has come to renew the contract. While it has not been smooth sailing every step of the way, there are many reasons the county benefits from the Oracle system:

- System access: As a cloud-based system, it is available for people at home isolating with COVID or staying off of the roads during inclement weather days, etc. Work continues whether employees are in the office or not.

- Data analysis: Users are better able to pull data and analyze it for decision-making and improved community services.

- One version of the truth: Fewer shadow systems are required, and more will be dismantled in the coming months. Everyone can see the same information.

- The old system is not supported anymore, and even if it was, it was built on a platform that is unfamiliar to an increasingly large portion of the workforce.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 20-234: Approve Enterprise Resource Planning ERP Contract with Graviton Consulting and Oracle

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and Mariposa County would not have an accounting system and financial data would be lost.

FINANCIAL IMPACT:
The cost will be included in the budget for FY24

REF ID# 14043

ATTACHMENTS:
DLT Quote (5156295) [Ref 1771620] (2) (PDF)

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

TD SYNNEX Public Sector

Price Quotation

Quote: 5156295
Reference: 1771620
Date: 04/26/2023
Expires: 05/18/2023

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

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

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

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

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9891-32360519	B91074	OM	600	$113.04348	$67,826.09
	Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User Quantity reflects licenses (50) x months (12).					
2	9891-32360559	B91077	OM	1	$0.00	$0.00
	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service					
3	9891-32360510	B91084	OM	12000	$5.14348	$61,721.76
	Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee Quantity reflects licenses (1000) x months (12).					
4	9891-32360511	B91086	OM	12000	$5.14348	$61,721.76
	Oracle Fusion Procurement Cloud Service - Hosted Employee Quantity reflects licenses (1000) x months (12).					
5	9891-32360512	B91064	OM	12000	$3.67391	$44,086.92
	Oracle Fusion Supply Chain Execution Cloud Service - Hosted Employee Quantity reflects licenses (1000) x months (12).					
6	9891-319499	B86841	OM	12000	$0.29391	$3,526.92
	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee Quantity reflects licenses (1000) x months (12).					
7	9891-316265	B85800	OM	12000	$2.20435	$26,452.20
	Fusion Human Capital Management Base Cloud Service - Hosted Employee, Monthly Quantity reflects licenses (1000) x months (12).					
8	9891-316266	B86334	OM	12000	$1.0287	$12,344.40
	Fusion Payroll Cloud Service for United States - Hosted Employee, Monthly Quantity reflects licenses (1000) x months (12).					
9	9891-240539	B75365	OM	12000	$0.44087	$5,290.44
	Fusion Time and Labor Cloud Service - Hosted Named User, Monthly Quantity reflects licenses (1000) x months (12).					
10	9891-32360514	B91066	OM	12000	$1.32261	$15,871.32
	Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User, Monthly Quantity reflects licenses (1000) x months (12).					
11	9891-31082	B95738	OM	12	$3,766.304	$45,195.65
	MCS - Oracle Mission Critical Support for SaaS, Entry - Standard Governance Mission Critical Support (1) x months (12).					

Attachment: DLT Quote (5156295) [Ref 1771620] (2) (RES-2023-223 : Approve Contract with Oracle License Reseller DLT ($350,279.46))

TD SYNNEX Public Sector

Price Quotation

Quote: 5156295
Reference: 1771620
Date: 04/26/2023
Expires: 05/18/2023

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
12	9891-320410	B88206	OM	6242	$1.00	$6,242.00
	Oracle PaaS and IaaS Universal Credits Total Annual Credit: $6,242.00. DLT Quote 5156295 incorporates the Rate Card Exhibit and Additional End User Terms by reference for these Oracle Universal Credits.					
	NOTE					
	Notwithstanding any statement to the contrary in this Order, You expressly agree that the Cloud Services acquired under this order will not auto-renew.					
	NOTE					
	Option Years - please note this does not include Oracle Universal Credits (IaaS/PaaS) You shall have an option to renew your SaaS subscription for the same services listed in this order at the same usage limits for Four (4) additional 12-month renewal periods, each "Option Year" has a 4% uplift, year-over-year. Professional Services and Universal Credits are not included in the Option Years. Option Year One (commencing the day after the last day of the Services Period specified on this order): $[Total 12-month annualized Cloud Services fees for the Services Period under this order] x 1.04. Option Year Two: $[Option Year One] x 1.04 Option Year Three: $[Option Year Two] x 1.04 Option Year Four: $[Option Year Three] x 1.04 You must proivde the Oracle authorized partner a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.					

Total $350,279.46

Attachment: DLT Quote (5156295) [Ref 1771620] (2) (RES-2023-223 : Approve Contract with Oracle License Reseller DLT ($350,279.46))

TD SYNNEX Public Sector

Price Quotation

Quote: 5156295
Reference: 1771620
Date: 04/26/2023
Expires: 05/18/2023

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

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

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

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

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

Attachment: DLT Quote (5156295) [Ref 1771620] (2) (RES-2023-223 : Approve Contract with Oracle License Reseller DLT ($350,279.46))

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

Attachment: DLT Quote (5156295) [Ref 1771620] (2) (RES-2023-223 : Approve Contract with Oracle License Reseller DLT ($350,279.46))

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2023-224

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Overfill of the Senior Administrative Analyst Allocation in Human Resources

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RECOMMENDATION AND JUSTIFICATION:
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.

The incumbent senior administrative analyst will be retiring in June 2023. To allow time for training a replacement, staff is requesting an overfill of this position with a recruitment to begin May 2, 2023. The total term of the overfill would be from May 2, 2023 to June 30, 2023.

There is sufficient salary savings in Administration from the vacant ACAO/HR position to cover this overfill. No additional funds will be necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve the overfilling of positions and filling of vacant positions. The Board has previously approved the overfilling of positions for other departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the overfill, the replacement will not have an opportunity to receive training from the retiring incumbent.

FINANCIAL IMPACT:
None. Sufficent Salary Savings.

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

REF ID# 14014

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Supervised Visitation Awareness Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2023 as "Supervised Visitation Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Supervised Visitation Awareness Month (DOCX)

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

The Mariposa County Board of Supervisors
proclaims

The Month of May 2023

as

"Supervised Visitation Awareness Month"

WHEREAS, parent-child relationships can be disrupted through divorce, domestic violence, child maltreatment, and other conflicts; and

WHEREAS, where there are concerns for child safety or wellbeing, supervised visitation assures that a child can participate in visitation with a parent in a safe, child-focused environment; and

WHEREAS, monitored exchanges provide safe and neutral locations for co-parents to meet and communicate together concerning their child's needs; and

WHEREAS children have the right to maintain a relationship with both parents; and

WHEREAS supervised visitation month provides an excellent opportunity for citizens to learn more about safe service centers which provide for children to visit their parents; and

WHEREAS every child is entitled to feel secure and grow up feeling safe, healthy, and nurtured; and

WHEREAS Native Solutions Family Guidance Center is a non-profit agency whose mission is to help "Strengthen the Family's Foundation"; and

WHEREAS, Native Solutions Family Guidance Center, along with other community partners, remain dedicated to assisting families with their Supervised Visitation services and advocacy.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **May 2023** as **Supervised Visitation Awareness Month.**

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 2nd day of May 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Supervised Visitation Awareness Month (2023-50 : Proclamation - "Supervised Visitation Awareness Month")

MARIPOSA COUNTY

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

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Software as a Service License Agreements Report

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Software License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in April of 2023.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Software License Agreements Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

ATTACHMENTS:
Software as a Licence Report 5-2-23 (PDF)

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

Software Report

Board Agenda Item for May 2, 2023

Contractor	Amount	Term	Service	Department
CivicPlus-NextRequest	$15,588 for the First 3 Years	Continuous	Software	Clerk of The Board

APA= Assistant Purchasing Agent (Department Head)

Attachment: Software as a Licence Report 5-2-23 (2023-51 : Software as a Service License Agreements

MARIPOSA COUNTY

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

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

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

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:
4-10-23 IHSS Advisory Committee Meeting - Minutes (PDF)
2023-01_MCFAC (DOCX)
2023-02_MCFAC minutes (DOCX)
SSTAC Meeting Minutes 10-26-22 - Approved (PDF)
230213 Creative Minutes FINAL (DOCX)
230320 CPSAC Minutes_DRAFT (DOCX)
230104 CCAC Minutes - Draft (PDF)
230118 CCAC Minutes - Draft (PDF)
230215 CCAC Minutes - Draft (PDF)
230315 CCAC Minutes - Draft (PDF)
230405 CCAC Minutes - Draft (PDF)

Information Item

230121 Fish Camp Minutes Draft (PDF)
230125 Minutes_DRAFT - Merced River Trail (DOCX)
230111 MPAC Minutes Draft 2 (DOCX)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, April 10th, 2023

Members Present: DH, Eva Adams & Mary Wilson

Members Absent: N/A

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass, Jason Allen & Jesse Bullis

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): Mark, Britany & Darlene

Recording Secretary: Jason Allen

Attachment: 4-10-23 IHSS Advisory Committee Meeting - Minutes (14058 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:32PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Need to recognize a member as a "previous provider of services" so this committee meets the requirement set forth in Article 1A of Welfare Institution Code 14132.95 per the Mariposa County Clerk of the Board.
    a. Per a phone call prior to the meeting, DH has accepted and will immediately assume the position.
    b. No Board action or further committee action will be taken as we do not name the position qualifications due to HIPPA.
2. Public Comments:
    a. Sierra Telephone and Internet (STI) has a senior discount program for internet service, call STI directly for qualifications and other details.
3. Approvals:
    a. April 10th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the April 10th, 2023 agenda.
    b. February 13th., 2023 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the February 13th, 2023 agenda.
4. UDWA - Union Status Update:
    a. N/A

Attachment: 4-10-23 IHSS Advisory Committee Meeting - Minutes (14058 : Receive Minutes of the Committees)

5. Old Business:
    a. N/A
6. New Business:
    a. N/A:
7. Updates
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. The 2023 Steering Committee is looking at service delivery regarding seniors and is working towards revamping and improving current setups. Some of the areas needing improvement have been identified and are being highlighted already. This is meant to be a 1-year process.
        ii. In June 2023, 2 surveys will be sent to Mariposa County seniors and disabled adults to collect public opinion about the quality of the delivery of services in Mariposa County. Questions will be added as needed. The surveys will be created and tracked using Pollco which will also track and provide stats of similar counties so one can get an idea of how Mariposa compares. Rosemarie will notify this committee when the surveys have been sent so members can fill them out and add their input. More information as to when, where and how this will be deployed will be coming soon.
    b. Christy – IHSS:
        i. Still working on recruiting registry providers.

Attachment: 4-10-23 IHSS Advisory Committee Meeting - Minutes (14058 : Receive Minutes of the Committees)

ii. Regarding the requirement to have all providers signed up for direct deposit, Mariposa has less than 20 people that have not done so already.

c. Janet – Public Authority:

i. Mariposa has been sending out the monthly provider check-ins to IHSS providers and are only getting 15-20 responses each time. The purpose of this check-in is to gauge and record availability and willingness to work in an emergency. Janet is working on figuring out why so few are being completed. Currently it is sent to providers via email, Janet is concerned it is getting buried or lost in inboxes. Janet mentioned that it would be ideal to send as a text message and is working towards that.

ii. The career pathways program is going strong, classes are getting filled quickly. This program went live in September of 2022 and Janet recently sent out information flyers. This is funded by the Department of Social Services, offers 100s of classes under 5 main categories and classes are mostly online based with a handful of live events. One gets their hourly providing rate while training and gets stipend payments at different points for a total $1500, ask Janet for more details.

iii. The state requires e-timesheets and a time tracking system. Providers will be expected to check-in and check-out from each job through use of a cell phone, land line or smart phone application. The state has

Attachment: 4-10-23 IHSS Advisory Committee Meeting - Minutes (14058 : Receive Minutes of the Committees)

been out of compliance and is working towards complying. This goes live on 7/1/23.

8. Financial Update: April 2023
    i. Christy presented a verbal report and all members were given physical printouts.
9. Next Scheduled Meeting Date: May 8th, 2023
10. Adjournment: @ 3:05PM

Attachment: 4-10-23 IHSS Advisory Committee Meeting - Minutes (14058 : Receive Minutes of the Committees)

MCFAC Meeting, January 18, 2023

1. **Roll Call:** Michael Seymour, Mike Keyser, Steve Ward, Deron Mills, Russ Marks, Wes Smith, Melinda Barrett, Gary Colliver, Barbara Cone, Tara Fouch-Moore, Glenn Cahill, Raquel Sandoval, Hannah Harrison, Steve Engfer, Pat Laeng

2. **Resolution:** A resolution of the Mariposa County Fire Advisory Committee 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 Mariposa County Fire Advisory Committee for the period January 18, 2023 to February 15, 2023 pursuant to Brown Act provisions.

   County Counsel advised us that even with the hybrid style meetings, in person and teleconference, the Committee still needs to adopt the Resolution at the beginning of each meeting in order to be compliant with the Brown Act. The agenda includes the required Resolution.

   Motion by: Russ Marks. Seconded by: Alison Deak. Approved unanimously

3. **Approval of Minutes:** December 21, 2022
   Motion by: Tara Fouch-Moore. Seconded by Glenn Cahill. Approved unanimously

4. **Public comments**
   No public comment

5. **Discussion and Possible Action:**
   a. **MCFAC Officers Election Nominations**
      Chair: Steve Ward
      No nominations. Reelected

      Vice chair: Melinda Barrett
      Motioned by Gary Colliver. Seconded by Russ Marks. Approved unanimously

      Secretary: Alison Deak
      Nominated by Tara Fouch-Moore. Seconded by Melinda Barrett. Approved unanimously

   b. **Update on County Coordinator Statewide Grant Project - awarded**
      Grant has been awarded to fund Mariposa County Wildfire Mitigation Coordinator for 18 months (including hiring and onboarding). Position expected to be flown by April and filled by early summer. Coordinator will be expected to support Firewise community efforts, MCFAC, grant writing, GIS, Oak Fire recovery and hazard mitigation, and other related efforts.

Attachment: 2023-01_MCFAC (14058 : Receive Minutes of the Committees)

c. Title-III Funding

Rural Schools Title-III funding is available for fuel reduction projects and search-and-rescue. Nonprofits can apply for up to $76,000 of available monies by sending requests with a project description and summary of how project is relevant to CWPP to Steve Ward. Steve will try to submit requests to board of supervisors by March for approval. Following submission and prior to approval by the board, there will be a 45-day comment period and the board will review comments.

d. Discussion of proposed updated Fire Severity Zones.

Four members of the public attended the public meeting on January 12th about the proposed fire hazard severity zones (FHSZs) map update. A total of 22 public meetings were held throughout the state last week. Currently the map is in the 45-day comment period closing February 3rd. Comments can be left through the website, telephone, or email. A separate phone line is available for questions. Information about FHSZ map update and how it was created is available here: https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/ Additional information and data can be requested through the website.

Over 50% of previously moderate FHSZs in the 2007 map have been updated from moderate to high or very high in the foothills of Mariposa. They are hazard maps and not supposed to be used by insurance to make decisions. However, elected insurance commissioner Ricardo Lara is concerned that some insurance companies will use map to update rates or drop insurance for homeowners and he wants to know about it. There have been many comments from landowners saying they have been cancelled by insurance companies due to map. Information on how to report changes to insurance based on the map was requested by Melinda and will be shared by Mike Keyser.

DISCUSSION: Individual properties within the FHSZs do not change the overall FHSZ on the map. It is challenging for landowners who are compliant with PRC 4291 and have done fuels reduction work on their properties but do not have this reflected by the maps. FHSZs are required by law and changing this would require legislation. The committee noted that it is misleading that the state is encouraging different treatments but not rewarding those that do the work. The problem is the insurance companies, not the map – the map should help drive restoration, treatments, and grant writing but insurance companies take advantage of the maps. The message should be that we should be doing treatments to save homes, not to save your insurance.

Expected legislation will require insurance companies to do parcel-by-parcel assessment rather than an area assessment such as the FHSZ map and offer homeowners opportunities to upgrade/change their assessment before their

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insurance can be dropped or raise the rate of their insurance. Concern was raised that insurance companies are taking action before legislation is passed to drop/raise the rates of customers.

6. Updates & Activity Reports

Mike Keyser. No updates. Cal Fire Grant closes March 15th and Mike has been working with some people to get applications submitted.

Steve Ward. County Fire is continuing to work on getting wildfire mitigation coordinator for county hired. New equipment continues to come in and the county is selling some Type-1 engines. More volunteer applications have been accepted and six new volunteer firefighters will begin training soon (two firefighter and four medical responders).

Barbara Cone. Alta Vista Fuel Break Bid Walk was held on January 13th. Ten contractors were in attendance and Barbara spoke to group about upcoming UCCE workshops and Southern Sierra Miwuk Hand Crews. MCFSC will be putting out email for letters of support to partners for Cal Fire Fire Prevention Grants (Lushmeadows Ladder Fuels Project and Fuels break project). Bullion Ridge Bid is likely going to be delayed due to access.

Melinda Barrett. Erosion control work was stalled due to storms and some work may have been damaged by the storm. Mariposa RCD is hoping to get back out for erosion control work soon. Four projects have been completed. There is currently no way to get additional funding for the project. Mariposa RCD will begin rolling out home hardening soon.

Alison Deak. Pile burning workshop will be held January 31st and post-fire forest management workshop series will begin February 1st. UCCE is continuing to organize pile burning demonstrations following the workshop, likely in Yosemite West or Wawona. UCCE will send out requests for letters of support for Cal Fire Fire Prevention Grant funding the PBA at end of month/beginning of February.

Steve Engfer. No comment

Russ Marks. Damage from storm was mainly due to debris flows and culverts being plugged. The status of the water tanks grant unknown.

Tara Fouch-Moore. Southern Sierra Miwuk Nation is continuing cultural burn program and will be hosting a TEK and cultural burn workshop at the end of the month for tribal members, followed by a cultural burn. Their grant to SNC has been recommended for funding.

Wes Smith. Welcome aboard to Racquel Sandoval. Oak Fire burn scar recovery has been stalled since December 27th due to storms. All home sites are completed; they are sending in samples and there may be a possible rescrape of 30 properties. About 1400 trees are required to be felled in burn scar still but challenges with nesting season soon approaching.

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NOI for FEMA grant for $1.5 million for oak fire post-fire restoration that will expand ability for fuels reduction and recovery on properties. Leftover money can be used for fuel break maintenance. Multiple roads, bridges, and crossings were impacted by flooding but public works did great job of keeping traffic flowing. OES is looking to apply for FEMA funding for disaster assistance related to flooding for $5.7 million to repair roads and bridges. Initial damage assessments are ongoing for landowners and OES is hoping to get included in federal emergency declaration to open up funding for those impacted by flooding.

Glenn Cahill. Sierra Tel just opened bid for contractor to get "fiber to the home" and construction will begin throughout Mariposa County soon.

Pat Laeng. On Groveland Ranger District, Texas Hill Road up almost to Dogtown Road area has been masticated and from Ponderosa Way to J-132 masticated (150' each side of road). In cooperation with Yosemite National Park, Groveland Ranger District is working to treat the North Merced Area from Pilot Ridge to Soapstone Ridge and from Anderson Valley up to Moss Creek to provide protection for the Merced Grove. Scoping is in progress for the El Portal Forest Restoration Project for fuel breaks along ridges in El Portal to protect Foresta area. Unsure of the impacts of the flooding/snow currently but did have issues with vehicles being stuck. Staffing is expected to be lean for the Stanislaus National Forest and Groveland Ranger District is likely to be down two engines and a 10-person wildland fire use module. Information will be sent to MCFAC about hiring event and applications will be streamlined if they have applied prior to hiring event. HUD work is done on Tuolumne County side and hoping to burn piles on Wagoner Ridge. (Fire Safe Council is 80% done with Wagoner Ridge fuel break project and will complete once dry.)

Mike Seymour. Mike is now the Fuels Battalion Chief for the Mariposa side of Sierra National Forest. Current challenges include getting NEPA in place on Mariposa County side of forest for fuels projects and many specialists have been redirected to deal with emergency Sequoia response. Currently trying to get plan of work in place for repair, recovery, hazard tree removal, etc. Sierra National Forest is still receiving applications for AD crews (have 74 applications but usually need 80). Staffing will include 2 engines out of Jerseydale – one 5-day staffing and one 7-day staffing. The two engines out of Oakhurst are unsure of staffing. There are openings for fuels and specialist positions on the Forest. Damages from Oak Fire caused loss of 25 road to Chowchilla due to washouts. Worman Road also is impassable. Able to pass from Midpines to Plumbar creek. Pond at triple Ranch took in a lot of sediment and this is a concern because it is an important water source for fire operations. Sunny North and Sunny South piling has been completed and will burn once access is available. Mike was able to complete the burn plan for piles around Bass Lake. The Bass Lake piles and Nelder Grove project are highest priorities. Fisher spotting in Mariposa Pines may have future impacts in the Jerseydale area. Stations are staffing year-round now and are available for response by request from county.

Deron Mills. Weather enabled PG&E to disable sensitivities on their safety devices on overhead equipment, making system more reliable for customers and will be reevaluating

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the criteria for those settings prior to upcoming fire season. PG&E has been engaged in storm response; private utilities have mutual aid and have brought in crews from across state and from Canada. Mariposa County did fare fairly well during storm. PG&E is currently offering first responder workshops about electricity and natural gas safety for public safety agencies.

Gary Colliver. No comment

Hannah Harrison. Merging of CWPP and Firewise assessments is going well, and planning department will send to Steve Ward once ready to go.

Future agenda items – none noted

7. Adjourn

Approved unanimously.

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Mariposa Fire Advisory Committee
Minutes, February 15, 2023

1. **Roll Call:** Melinda Barrett, Barbara Cone, Steve Ward, Wes Smith, Racquel Sandoval, Alison Deak, Glenn Cahill, Dan Buckley, Deron Mills, Hannah Harrison, Hannah Haley, Tara Fouch-Moore, Mike Keyser

2. **Resolution:** A resolution of the Mariposa County Fire Advisory Committee 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 Mariposa County Fire Advisory Committee for the period January 18, 2023 to February 15, 2023 pursuant to Brown Act provisions.

   County Counsel advised us that even with the hybrid style meetings, in person and teleconference, the Committee still needs to adopt the Resolution at the beginning of each meeting in order to be compliant with the Brown Act. The agenda includes the required Resolution.

   Motioned by: Barbara Cone, seconded by: Melinda Barrett, *approved unanimously*

3. **Approval of minutes: January 18, 2023**
   Motion tabled until next meeting, no quorum.
   Motioned by Melinda Barrett, seconded by West Smith, *approved unanimously*.

4. **Public Comments**
   Lacey Sharp, Happy Goat – Happy Goat Farm would like to collaborate/partner on CAL FIRE grant for browsing and grazing with goats – 6' canopy clearance.
   - MCFSC interested in potentially collaborating on fuel break maintenance without chemical application.
   - UCCE is applying for grant funds to fund workshops – potential to collaborate on workshops around targeted grazing.

5. **Discussion and possible action**
   a. **Update on County Coordinator Statewide Grant Program**
      Onboarding conference call will occur on 01/16/2023. Position description has been completed and is waiting on HR to establish wage. This will soon be taken to board for approval to begin hiring process. MCFD is also hoping to find out more about the parameters of grant if the position is not filled.
      Melinda clarified that it was a reimbursement grant so moneys would likely not be required to be returned and offered to be on interview panel for candidates. Barbara asked if MCFAC members should be keeping in mind candidates that would be interested in the position? Steve W. responded that yes, this person is going to in charge of grant writing and coordination, and

Attachment: 2023-02_MCFAC minutes (14058 : Receive Minutes of the Committees)

be the chair of MCFAC, lead on CWPP, and Firewise Community Coordinator. The position also doesn't need to stay under county fire and could move to any department within the County. We would like the position to be flown as soon as possible (hopefully by late April) but need to wait to hear back from HR.

b. Title-III funding – currently accepting funding requests: *https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3*

Criteria for funding:

- To carry out activities under the Firewise Communities Program
- Reimburse the participating county for SAR and other emergency services, including firefighting and law enforcement patrols
- Cover training costs and equipment purchases directly related to emergency response
- Develop and carry out community wildfire protection plans
- Proved or expand access to broadband telecommunications services.

Federal funds have been approved to come through the county but the amount being offered is unknown. There is a 45-day comment period required so we would like to have an BoS agenda item in March for comment period to be completed by June. County Fire will be apply for funding to purchase radios as emergency equipment and to help out SAR.

Barbara commented that it will be important to understand and emphasize how much of the funding will be used on federal lands for SAR use.

If interested in applying, send applications to Steve Ward by the middle of March.

6. Updates, activity reports, and future items

a. Member updates

- *Barbara Cone, Mariposa County Fire Safe Council:* All acreage plus some additional has been completed on Ferrand fuel break. Contractor is also completing an additional 40 acres on Stumpfield. Alta Vista has been bid into two separate contracts. Currently working with BLM biologist to survey ahead of contracting crew to be able to continue working during limited operating period. Brush and chip program is continuing. Wagoner Ridge is waiting for ground to dry before contractors can finish last 20% of fuel break (beginning of March). Currently working on CAL FIRE CCI Fire Prevention Grant application for fuel break on Bumguardner Ridge and Lushmeadows Ladder Fuels projects. Outreach has already been very successful in Lushmeadows and over half of property owners have agreed to sign right-of-entry. Was also contacted by the Homestead-Boyer HOA because they are interested in extending the Boyer VMP through Homestead and down to Highway 49. Yosemite Sequoia RC&DC contacted Barbara a few weeks ago and offered to apply for a CCI Wildfire Prevention Grant to fund the project.

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- *Melinda Barrett, Mariposa RCD:* We could use help getting the word our about two programs. (1) Erosion control project in Jerseydale has ~30 bales of weed-free straw remaining that we are giving away. We want to collect names of people that could use it and are able to drop off bales at the fairgrounds parking lot for those interested to pick up. (2) Home hardening program – We are going to be able to provide site assessments to landowners, provide checklists, and do some installation of ember screen and zone zero clearance. If anyone contacts County Fire about the Firewise program, please have them contact Melinda to sign up for home hardening. Yana Valacovich from UCCE is planning to work with contractor team and lead a workshop on home hardening.

  Mariposa RCD also had a meeting through California RCD with Cal Trans. Cal Trans wants to do master agreements with RCDs across the state for fuel breaks along highways. This will be like a pass-through program for RCDs to do grants, get contracts through Cal Trans, and write CEQA. Biomass plant is getting closer to groundbreaking. Previously this had date of January, but county and other agencies needed extra time. New ground-breaking date is mid-April, and it is hopefully a 12-month process. North Fork is accepting biomass but are charging a tipping fee. The Mariposa biomass plant will be paying people for biomass, rather than charging.

- *Alison Deak, UC Cooperative Extension:* We will be soliciting letters of support for Cal Fire CCI Fire Prevention Grant soon. We are coming to the end of our post-wildfire resilience workshop and will be highlighting the available landowner assistance programs, if anybody know of programs that are not already being highlighted. The PBA has started formalizing through a steering committee. We have a lot of representation from Madera County but would love to have more representation from organizations in Mariposa County, if anyone is interested in joining. We have also begun rolling out a statewide survey focused on understanding wildfire related needs and concerns of community members. Pile burn demonstration will be done in collaboration with Yosemite, but date is still TBD based on weather conditions.

- *Hannah Haley, Sierra National Forest* **–** We are still assessing road damage. We have piles that we want to burn near Jerseydale (near Footman Bridge) but first need to fix access and for the area to dry out. The opening of Jerseydale Campground continues to be pushed back. Our primary focus right now is pile burning in Bass Lake and about 75 acres have already been burned there.

- *Wes Smith & Racquel Sandoval, Mariposa OES* – We are winding our way through the post-fire mitigation grant and Racquel is leading this. We ran into CEQA, NEPA, and other barriers so we decided to pitch a new project for clearing hazardous fuels along Mariposa Creek Parkway. This has been run by Cal OES and consulting and they are onboard. We are currently working on the grant application with a deadline of this Friday, March 17th, for sub application. We also want homeowners to know that any flood damage caused in the Oak Fire burn scar does not require flood insurance to have repair covered by fire insurance. We are still in the process of getting individual inspections

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(hopefully next week) to open revenue streams for SBA and individual assistance. We will not qualify for FEMA declaration for assistance but will qualify for SBA and USDA assistance to businesses, farms, ranches, and individuals. To get access to SBA or USDA, homeowners need to have letter showing that insurance will not cover costs.

- *Deron Mills, PG&E* – We are continuing to do some additional hardening work in Mariposa County including putting in larger poles and where necessary, wrapping poles, especially around major thoroughfares to avoid evacuation issues, and adding tree wires to prevent further ignitions. We are in the planning phase for first large scale undergrounding program in the county, primarily in Oak Fire burn scar and would like to do more of this in the future. If any agency or related partners are conducting broadcast or pile burns, please reach out to Deron with any concerns about powerlines being impacts or may be a hazard.

- *Hannah Harrison, Mariposa Planning Department* – We have been working on guides for community members to use for community wildfire assessments. This is getting close to completion, and we are hoping to take to BOS soon.

- *Tara Fouch-Moore, Southern Sierra Miwok Nation* – We are continuing grant programming around cultural fire and hoping to plan a burn on Mariposa Creek Parkway in April. Yosemite NP has offered to sponsor tribal members' red cards and this will be an ongoing program. We need to strategize on how to set up crews to do work. We have been approached by several different organizations, but we first need the infrastructure to safely and legally manage a crew and overcome barriers with nonprofit law.

- *Glen Cahill, Sierra Tel* – Clean up continues in Oak Fire. This is about 50% complete in terms of repairs. We are trying to not work in areas where a lot of other work is already going on. Fiber to home crews will begin working next week.

- *Mike Keyser, CAL FIRE* – Four equipment grants have been approved for fuel break maintenance. I have not seen any grants for fuel break maintenance specifically, but this doesn't mean that it isn't possible. Locally, MMU has a contract for fuel break maintenance through herbicide application and are planning to treat Lushmeadows and potentially Stumpfield. We could use goats instead of herbicide, but this would be a hard contract to write. Mike will look into this.

- *Steve Ward, County Fire* – We are getting close to finishing the fee survey for mandatory building inspections; County has never had a fee schedule for this before. FEMA SAFER grant is open and is due in March. We have been approached about staffing on the grant, but the County doesn't have a plan to continue funding staffing long-term. This money could be used to pay for equipment though and we would be interested in potentially replacing ladder truck and radios. The CCI grant was approved for county for reimbursement of tractor purchases. Type-3 engines were delivered: on in service and other two are being configured (hope to be in service by summer). Three or four type-I

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engines have been sold or donated. Four reserve firefighters have been hired to keep quota of 6-8 firefighters on staff. We are at seven days a week staffing now and hoping to continue and expand program next year. Communities are interested in being Firewise recognized throughout the county. Steve Ward is the point of contact for communities and is currently acting as "coordinator," but we would like to make a recommendation for funding to be routed through RCD or FSC for coordination. In the future, we could make a MCFAC agenda item for appropriate placement of Firewise coordinator. There would need to be arrangements for routing funding/revenue for RCD or FSC if this was the case. *Barbara could hire a position for Firewise coordinator at FSC if funding was available. Many community members feel like we're putting "cart before the horse" with Firewise outreach. Steve responded that the County is giving clear guidelines and the resources required for communities.*

Steve Ward will be out of town for next MCFAC meeting. For letters of support from board of supervisors, MCFAC members will have to work with the board directly since this wasn't an agenda item.

b. Future agenda items

- Discuss appropriate organizational placement and board recommendation for Firewise Coordinator (Supervisor Smallcombe will be invited to this conversation).
- Approval of January MCFAC meeting minutes

Discussion also occurred about scheduling a special meeting to vote on a recommendation to the Board of Supervisors for letters of support for MCFAC members applying to the CAL FIRE CCI Fire Prevention Grant and for approving the January MCFAC minutes. A date for the special meeting was not scheduled due to not being to meet quorum.

7. Adjourn

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Mariposa County Local Transportation Commission

Commissioners
District 1……..Rosemarie Smallcombe
District 2……....Tom Sweeny
District 3……..Marshall Long
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

October 26, 2022
Government Center Building – Board Hearing Room

In Attendance: Amanda Meek – HHSA Social Services
Debra Barcellos – Mariposa Heritage House
Jeannie Morvay-Clayton – Transportation Planning
Kelly Taute – HHSA - Transit
Tina Gavette – HHSA Social Services for Seniors

1. Meeting was called to order by Jeannie Morvay-Clayton at 10:00 AM.
2. Introductions – All members in attendance
3. SSTAC currently has 6 vacancies open.
4. Notice of Meeting and Notice of Vacancies were advertised in the local newspaper, letters were mailed out to SSTAC interested parties mailing list, notices were published on county websites, and posted at county buildings.
5. Debra Barcellos moved to accept the minutes from April 27, 2022 meeting, Amanda Meek seconded the motion with all members in concurrence.
6. Kelly Taute gave us an update from Mariposa Transit. In FY 20/21 they had 4698 1-way trips with six drivers and 1 ½ office staff. In FY 21/22 they had 7800 1-way trips with 9 drivers and 2 office staff. They are still operating a 50% occupancy. Researching grants for scheduling programs and switching to virtual vouchers. There will be a Transit Training in the HHSA Mariposa Room on November 15, 2022 at 8:15 AM & 9:15 AM. Her group is currently working on a Transit Service Policy.

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7. Debra Barcellos, from Mariposa Heritage House, gave us an update on how their fixed route transit operations are working. They are currently operating the fixed route and individual route with a grant which has two more years of support for the program. They've signed with Anthem Blue Cross which allowed them to add another driver to help fill in the gaps in the current route. Debra informed the council that she plans to retire from Heritage House in April of 2023 and should have her replacement onboard before her departure.

8. Amanda Meek brought forward some avenues to pursue possibly partnering with Lyft and other agencies such as In Home Supportive Services to fill in gaps in service with regards to medical needs. She shared that the new independent medical transport service, currently operating in Mariposa, has been difficult for clients to schedule and sometimes nonresponsive.

9. Jeannie Morvay-Clayton inquired about Transit's progress on the informational mailing. They are currently working on mailers to inform the public of the current transit offerings and plan to have those go out before the end of the calendar year. A suggestion was made that the Unmet Needs have a webpage link where the public could fill out an Unmet Need online all year round instead of just once a year during our annual Unmet Needs Hearing. Jeannie to research this.

10. Meeting was adjourned at 11:02 AM. Next meeting will be April 2023 date/time TBD.

Approved by all SSTAC Members April 26, 2023

Attachment: SSTAC Meeting Minutes 10-26-22 - Approved (14058 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

MEETING MINUTES

DATE: **February 13, 2023**
TIME: **12:00PM**
LOCATION: **IN-PERSON + TELECONFERENCE HYBRID // BOARD OF SUPERVISORS CHAMBERS**

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 12:00 PM.

   Members Present: Charles Phillips, Adam Burns, Jeanetta Phillips, Cara Goger, Jackie Baxton, Kim Brisack, Erica Wolfsen, Xav Dubois, Abby Miller,
   Excused Absence:
   Members Absent:
   Visitors: Ben Goger, Letha Goger, Hannah Harrison, Jacob Hawley, Leigh Westerlund

2. **APPROVE MINUTES FROM 1/23/23 MEETING:**
   The minutes were approved unanimously.

3. **DISCUSSION AND UPDATE ON MARIPOSA GATEWAY ELEMENTS PROJECT:**
   Cara Goger provided an update on the engagement and outreach activities that have taken place thus far to solicit input from the community on the preliminary concepts for the Mariposa Gateway Elements project. She indicated that over 200 responses are expected by the time the engagement period is over. She emphasized that the process has been geared towards getting input to shape the next phase of design, rather than selecting/voting on individual concepts.

   Adam Burns added that the ability to meet individually with people has been impactful and an interesting counterpoint to the input received from group settings.

   Kim Brisack asked about the extent to which the public input would be weighted in the revisions, and Goralnik responded that it would be essential to driving the next round of design.

4. **PARTICIPATION IN ACTIVITY RELATED TO THE MARIPOSA GATEWAY ELEMENTS PROJECT:**
   The CPSAC members and others in attendance took place in an activity developed by the Mariposa County Arts Council to collect feedback on the Mariposa Gateway Elements project.

   Members provided input regarding additional interpretive text and materials to clarify the meaning of key elements, like the Indigenous language elements and iconography. This could be in the form of a robust online presence on the Arts Council website, potentially supported by QR codes.

   There was a question about the significance of the idea of “home” in the concepts. There was a point about ensuring that members of the tribe participate in the actual creation and installation of the work. There was a conversation about a network or system of similar gateway elements in other

Attachment: 230213 Creative Minutes FINAL (14058 : Receive Minutes of the Committees)

communities in the County, to help encourage residents and visitors to tour the county to see all of the future gateway elements

5. **REVIEW OF REQUESTED HSRPC/CPSAC AUTHORITY MEMO:**
   This item was tabled for a later meeting.

6. **PUBLIC COMMENT:**
   There was no public comment.

7. **ADJOURN:** Goralnik adjourned the meeting at 1:00 PM.

Minutes Prepared by: Mikey Goralnik

Attachment: 230213 Creative Minutes FINAL (14058 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

MEETING MINUTES

DATE: **March 20, 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, Kim Brisack, Erica Wolfsen,
   Excused Absence: Charles Phillips, Jeanetta Phillips, Xav Dubois, Abby Miller
   Members Absent:
   Visitors: Hannah Harrison, June Staal-Robles, Danette Toso, Wendy Brown, Will Fassett

2. **APPROVE MINUTES FROM 2/13/23 MEETING:**
   The minutes were approved unanimously.

3. **REVIEW OF REQUESTED HSRPC/CPSAC AUTHORITY MEMO:**
   The CPSAC reviewed the requested HSRPC/CPSAC memo and a short conversation followed.

   Goralnik clarified that the identified gaps in HSRPC language provide an opportunity for a new planning project that would involve hiring a consultant to update the design review guidelines and incorporate relevant sections of the Creative Placemaking Strategy. He mentioned that the County is currently seeking funding for this effort and that it is anticipated to be underway shortly.
   It was suggested that come kind of graphic, such as a flow chart, could be generated through this process to compellingly communicate the current and any proposed design review process.

   There was a request to ensure that the HSRPC had access to this document.

   There was a comment from June Staal-Robles that she sees the role of the CPSAC to have needed, potentially difficult conversations about design and public art that inspire interaction and sialo

4. **DISCUSSION AND UPDATE ON MARIPOSA GATEWAY ELEMENTS PROJECT:**
   Goralnik provided an update based on the Board of Supervisors presentation. He noted that the feedback received during the current engagement milestone can be incorporated into future implementation efforts

   There was a conversation clarifying relationship between different the NEA (Working Lands, Working Artists) and Caltrans (Mariposa Gateway Elements) grants. There was a clarification of the definition of “social practice artists” to mean artists that are working in any medium to respond to

DRAFT

Attachment: 230320 CPSAC Minutes_DRAFT (14058 : Receive Minutes of the Committees)

community input and consider the implications of their work on the larger community. There was an emphasis on the importance of a robust public process;

5. **APPROVE ANNUAL REPORTING MEMO:**
   The minutes were approved unanimously with minimal revisions.

6. **PUBLIC COMMENT:**
   Cara requested to provide a report/update on the Working Lands, Working Artists project and reschedule the April meeting to 4/26.

   There was a request to share the engagement summary document on the Mariposa Gateway Elements project on the Arts Council website.

7. **ADJOURN:** Goralnik adjourned the meeting at 12:59 PM.

Minutes Prepared by: Mikey Goralnik

DRAFT

Attachment: 230320 CPSAC Minutes_DRAFT (14058 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Code Compliance Advisory Committee (CCAC)

MEETING #21 DRAFT
MINUTES

DATE: **January 4, 2023**
TIME: **2:00 - 4:00 PM**
LOCATION: **Board of Supervisors Chambers, 2nd Floor**
5100 Bullion Street, Mariposa CA

1. Call to Order: 2:00 PM. Welcome.
   CCAC Members Present: Lydia Clary, Robert Fox, Nancy Kemp, Colleen Rhodes, Karen Woblesky.
   Guests: Ken Melton, Madison Kirkpatrick (Gazette), Kris Casto.

   Staff-Steve Engfer
   Debra Willis

2. (5) Action: A resolution of the Code Compliance Advisory Committee (CCAC) 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 Code Compliance Advisory Committee for a 30-day period as specified pursuant to Brown Act provisions. (January 4, 2023 - February 3, 2023)

   Motion by Nancy to approve minutes as presented.
   Second by Lydia.
   Motion passed. 5 ayes

3. (5) Approve Minutes of CCAC Meeting #20, 12/7/2022
   Agenda packet includes: 12/7/2022 Minutes, including handouts
   Minor edits, Page 4 second paragraph to edits to add "legal" limitations.

   Motion by Rob, to approve minutes with minor edits
   Second by Nancy.
   Motion passed. 5 ayes

4. (60) Discussion/Possible Action re: Final Review/Edit of Board of Supervisors Memo, dated 12/6/2022.
   Agenda packet includes:
   12/6/2022 Final Draft of Memorandum to the Board of Supervisors, *CCAC Status Update; Review and Comment*, to be scheduled for the January 23, 2023 Board of Supervisors Agenda

Attachment: 230104 CCAC Minutes - Draft (14058 : Receive Minutes of the Committees)

Chair introduced the item. Steve Engfer provided input regarding the memo to the Board and recommended the committee to consider including: updated compliance data staff could provide at a presentation for the CCAC meeting; incorporate the AD HOC committees establishment and a progress step; discussion occurred. Rob suggested the compliance list be "live"; Karen commented that it would be good to know what changed relative to increase in compliance. Additional discussion occurred regarding compliance case list updates and how communicating the data is key to communicating what has occurred to bring compliance. Steve notified the committee that the item would most likely go to the board in February, after the committee.

Chair read the memo draft in detail with the committee. Discussion occurred regarding the important of the history and background in the Document Colleen thanked the committee for including important background in the memo. Nancy suggested that it would be more helpful to provide more of a vison of the committee to the Board. Discussion occurred on that topic. There were suggested edits including potentially consolidating a couple key findings. Other edits reporting to correspondence were suggested. Discussion occurred regarding the county new permitting software that would also include code compliance workflows and public portal. Discussion occurred regarding the business process changes (with new software) that could address some of the CCAC findings. Further discussion occurred regarding housing, amnesty programs healthy Mariposa, and communication issues identified. Staff mentioned the upcoming tire amnesty program. Colleen mentioned CCAC work with Sam and Public Works regarding solid waste opportunities. The Marijuana topic was discussed. Option for review of future code changes was discussed for CCAC review. Staff mentioned that information would be brough forward regarding the Marijuana code changes to the CCAC. Chair would make discussed edits and agendize/calendar for future meeting for consideration by the CCAC.

5. (20) Discussion/Possible Action re: Two Recently Established Ad-Hoc Committees. Topics include: Update on Revised County Policy/Committee Guidelines; History re: why CCAC couldn't pursue Ad-Hoc Committees in 2022; Schedules for Ad-hoc Meetings, including should the second CCAC meeting each month be replaced with Ad-hoc Committee meetings; Specific Purposes/Goals and Scope of Ad-hoc Committees; and Specific Timeframes for Ad-hoc Committees to complete their assignments.

Discussion occurred regarding the adhoc arrangements. Staff offered to coordinate and provide the necessary support for the ADHOC's to work with staff to set up for file review and other details such as background binders for codes and referencing that may be needed. Discussion occurred regarding the Brown Act applicability. Steve said he would need to get legal clarification on meeting location etc. and Colleen notified committee that the ADHOCS are not subject to the Brown Act. Steve clarified he is not contesting the Brown Act applicability, rather, staff would need to be involved in setting up the arrangements when file review moves forward and can provide codes and space for meeting arrangements etc. Additional discussion occurred regarding code availability on the county web site. Stecv offeree to provide email links or other packets needed for he adhocs, and suggested we want to help so you have the tools to get the work done. Colleen asked about the MUNI code access on the web page. Steve responded that yes, that is the County code. And we could send links to the adhoc members. We are happy to provide for the code. It was suggested to utilize the draft (2019-218) as a point to start for edit along with other codes in other counties etc.

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Agenda packet includes:

March 8, 2022, Memo from Chair Woblesky to CCAC Members
BOS Resolution NO. 2022-637 Amendments to County Committee Policy
2023 Calendar of Scheduled CCAC Meetings

Discussion occurred regarding the adhoc arrangements. Suggestion to have the adhoc ery other Wednesday, instead of full committee meetings Staff offered to coordinate and provide the necessary support for the ADHOC's to work with staff to set up for file review and other details such as background binders for codes and referencing that may be needed. Discussion occurred regarding the Brown Act applicability. Steve said he would need to get legal clarification on meeting location etc. and Colleen notified committee that the ADHOCS are not subject to the Brown Act. Steve clarified he is not contesting the Brown Act applicability, rather, staff would need to be involved in setting up the arrangements when file review moves forward and can provide codes and space for meeting arrangements etc. Additional discussion occurred regarding code availability on the county web site. Stecv offeree to provide email links or other packets needed for he adhocs, and suggested we want to help so you have the tools to get the work done. Colleen asked about the MUNI code access on the web page. Steve responded that yes, that is the County code. And we could send links to the adhoc members. We are happy to provide for the code. It was suggested to utilize the draft (2019-218) as a point to start for edit along with other codes in other counties etc. Rob mentioned that the I most interested in being sure he has the most recent (current county code).

6. (10) Discussion/Possible Action re: CCAC Current and Upcoming Vacancies

(see item 7)

7. (20) Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for January 18, 2023. (Meeting #22)
   Topics may include:

   CCAC Member Assignment Updates
   Ad Hoc Committees Updates
   Discussion/Development of Specific Programs/Activities, Recommendations for Improved and Updated Processes/Procedures, and Associated Recommended Updates to County Codes/Ordinances
   Other….

(Agenda Items 6 and 7 discussions occurred together at the meeting)

Chair suggested to have Res. 2019-218 on the next agenda. To see where we can improve and where can we strike etc. edit. Steve will bring the compliance statistics, and presentation at next meeting as well.

Ken Melton asked if the information that the Adhoc would review, would be available to the full committee? Rob mentioned that probably not. And further described that the purpose of the Adhoc would be to review and recommend to the full CCAC. Rob clarified that the recommendation would be at the full CCAC. Staff pointed out that packet to the full CCAC would include sufficient information in the full CCAC meeting packet as recommended by and from the adhocs.

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Recruitments were briefly discussed. Upcoming vacancies, Rob pointed out the CCAC is short 3 persons and that there is one person that seems qualified and wonders why it hasn't advanced. Item would be moving forward. Mr. Melton asked if it is three for one position or application for all three together vacancies? Carol Suggs responded that there are three for the first and the second two vacancies. mentioned that the bylaws state public members can attend adhocs. Steve mentioned that any public member could attend and based on communicated CCAC transparency goals, then the CCAC would want to let the interested parties know of the adhoc meeting so they could attend..

8. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. No action will be taken by the CCAC.

None

9. Adjourn 4:00 P.M.

Motion by Rob.
Second by Lydia..
Motion passed. 5 ayes

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #22 DRAFT MINUTES

DATE: **January 18, 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 2:22 pm by Chair Woblesky.

   CCAC Members Present: Lydia Clary, Gabe Edwards, Robert Fox, Colleen Rhodes, and Karen Woblesky.

   CCAC Member Excused: Nancy Kemp

   County Staff Present: Steve Engfer (Planning), Debbie Willis (Building), Corrina Miranda.

   Public Present: Kim Casto, Al Golub, Marshall Long, Ken Melton

2. Approve Minutes of CCAC Meeting #21, 1/4/2023

   Tabled until next meeting so that revisions can be made.

3. Election of officers, in accordance with CCAC Bylaws.

   Rhodes volunteered to serve as Secretary.

   Motion by Edwards to elect Rhodes as Secretary.
   Second by Fox
   Motion passed. 5 ayes, unanimous.

   Edwards volunteered to serve as Vice Chair.

   Motion by Clary to elect Edwards as Vice Chair.
   Second by Fox
   Motion passed. 5 ayes, unanimous.

   Rhodes nominated Woblesky to serve as Chair.

   Motion by Rhodes to elect Woblesky as Chair.
   Second by Edwards
   Motion passed. 5 ayes, unanimous.

Attachment: 230118 CCAC Minutes - Draft (14058 : Receive Minutes of the Committees)

4. Presentation re: Code Compliance Case Updates- Cases, Past and Current. Agenda packet includes: Code Compliance Case Handouts; Steve Engfer, Interim Planning Director; Corrina Miranda Code Compliance Technician.

   Engfer and Miranda made presentation, including PowerPoint slides, to show the status of code compliance case list and efforts to clear cases, including some successes. Emphasized the constantly changing number of cases and types, which is not necessarily apparent in snapshots of case totals. Over time, some older cases are cleared and new cases come in. Comparison of case totals does not give clear picture of the dynamic number of cases or the volume of work being done. Static numbers can be misleading. Discussion of potential for using surveys of property owners and residents who have gone through the code compliance process or are just entering it. Fox asked about the process involved in code compliance staff reviews of new building permits; time consumed; depth of research done. Clary suggested that properties should be flagged when there is a case against that property in an effort to streamline the process and make it more efficient and less time-consuming. Edwards suggested ways of modifying the presentation of case data to provide a more dynamic and accurate representation to the recipient of the information. Edwards also mentioned using business process analytical tools to improve the process itself.

5. Discussion/ Possible Action re: Coordination of Two Ad Hoc Committees

   Chair Woblesky reiterated that there are two ad hoc committees that have been well described in prior meetings and that time constraints prevent more discussion today.

6. Discussion/ Possible Action re: Proposed Mariposa County Ordinance 2019 - 218
   Agenda packet includes: Board Packet October 20, 2020- Proposed Mariposa County Ordinance 2019 - 218

   Chair Woblesky introduced the item and pointed out that the stated purpose of the draft ordinance was to obtain compliance, but its language is to a great extent incongruent with that stated purpose. She expressed concern about possible misunderstandings as to whether property owners are in fact cooperative or noncooperative. She would like ad hoc committees to consider whether the range of enforcement actions and procedures is too broad and undefined. Rhodes stated she agrees with the Chair's concerns; believes that the criminalization of violations needs to be thoroughly questioned; and would like to see the CCAC define more structure and prioritization for code staff. Woblesky expressed the essential need to discuss 2019-218 during full CCAC meetings with the public participating, rather than merely in ad hocs. She also reiterated the importance of creating and maintaining a congruent approach that, if it proposes and promotes an amnesty program, does not then attempt to activate a civil penalties program that has never been used despite being in code for years. Edwards stated that there is code that needs to be updated or even eliminated and we need to keep the full range of solutions in mind while focusing on objectivity and repeatability. Clary had to depart, so meeting was adjourned, see below.

7. Presentation/Discussion/Possible Action re: Sonoma County Zoning and Building Changes. Presentation by CCAC Member Rhodes

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Postponed by Chair, due to time constraints, before item #6 was called. Will be included at next meeting.

8. Discussion/Possible Action re: Current CCAC Vacancies and Next Steps

   Engfer is taking care of the vacancy issues. The three applications are moving forward. (This item was handled before item #6 was discussed and while a quorum was still present)

9. Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for February 1, 2023. (Meeting #23)

   Two members are unavailable for the next meeting, which is regularly scheduled on February 1, 2023. There will not be a quorum, so the meeting will need to be canceled. (This item was handled before item #6 was discussed and while a quorum was still present)

10. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. No action will be taken by the CCAC.

    Lost quorum, see adjournment.

11. Adjourned at 3:39 P.M. due to loss of quorum (only four members still present). Items 7, 8, and 9 had been taken care of while quorum was present and before discussion of item 6. No motion made and no vote taken.

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #23 DRAFT MINUTES

DATE: February 15, 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 2:18 pm by Chair Woblesky.

   CCAC Members Present: Kris Casto, Lydia Clary, Gabe Edwards, Robert Fox, Ken Melton, Colleen Rhodes, Cassandra Beth Scaffidi, and Karen Woblesky.

   CCAC Member Absent: None

   County Staff Present: Steve Engfer (Planning), Corrina Miranda, Carol Suggs.

   Public Present: Al Golub

   Chair Woblesky announced the resignation of Nancy Kemp.

2. Approve Minutes of CCAC Meeting #21, 1/4/2023

   Rhodes indicated word "CCAC" at bottom of page 4, 3 lines up, needs to be changed to "ad hoc."

   Motion by Edwards to approve as amended.
   Second by Clary.
   Motion passed. 8 ayes, unanimous.

3. Approve Minutes of CCAC Meeting #22, 1/18/2023.

   Casto indicated her name is incorrect on page 1.

   Motion by Edwards to approve as amended.
   Second by Scaffidi.
   Motion passed. 8 ayes, unanimous.

4. Discussion/Review re: New CCAC Members Welcome and Brief Orientation Agenda packet includes: Rosenberg's Rules of Order, CCAC By-Laws, CCAC Compilation of Take Aways (2/22/22 - 5/18/22)

   Chair Woblesky introduced the items included in the agenda packet, and recommended to the new members that they review the documents included in addition to CCAC minutes from past meetings.

Attachment: 230215 CCAC Minutes - Draft (14058 : Receive Minutes of the Committees)

Casto asked about prioritizing subjects on the Take Aways compilation. Woblesky answered that BWOPs are high priority due to the large number of such violations that appear on the Code Violations Log. Also discussed the communication and education efforts. Provided information about the ad hoc committees' work. Edwards stated that ideas include getting the draft memorandum completed and submitted to the Board of Supervisors, comprehending what the big issues are, reviewing individual types of violations, and whether code compliance currently has the right, as well as sufficient, tools. Engfer observed that going through past minutes can be very helpful to new members. The draft of the CCAC memorandum to the Board can also be very helpful. Woblesky explained that we have had a lot of changes lately including Sarah Williams' retirement. Casto asked about the mention of a draft amnesty. Woblesky clarified that the original draft, which came from the county, was found to be unacceptable by the CCAC, so that is not an amnesty program that we will be considering further.

5. Discussion/Review re: CCAC Member Appointment Processing

   Chair Woblesky introduced this item, advised the group that a new vacancy now exists. Suggs stated that the County has received an application for that vacancy. Described digital versions of the application as well as hard copy versions. Melton asked when the current application period closes. Suggs said that a vacancy notice was produced on 2/8. The vacancy must be noticed for ten working days. Melton asked when the County stops accepting applications. Suggs answered that the ten days will be honored. The applications received during that period will be considered.

6. Discussion/Possible Action re: Final Draft Memorandum: CCAC Status Update: Review and Comment to Board of Supervisors with Review of Final Edits

   Chair Woblesky introduced the discussion of the Draft Memorandum and gave some background for the new members. Engfer provided information about the importance of public input. Woblesky drew attention to the "Purpose" defined on page 3 of the memorandum, specifically the item that appears on page 7 "The CCAC's Current – and Future – Work Plan." Engfer advised that public input will be invited as soon as the CCAC makes further changes. Woblesky read the item verbatim from page 7 of the memorandum.

   Casto asked why the CCAC has two ad hoc committees with the same four members on each and why the subject matter was suggested. Rhodes described the two existing ad hocs. Melton stated that the code and cases ad hoc committees should not have been two different committees. Engfer clarified that there is a case list, but that not all cases result in violations. Edwards said that RFIs, Requests for Investigation, do not all result in a Notice of Intent, so that there are cases on a list, but that not all of them have been found to be violations. Edwards said that the first three Key Initial Findings need to be addressed through ad hoc committees that can still be created. No changes in language were suggested to this point.

   Woblesky continued reading at the fifth paragraph on page 7 regarding ad hoc committees. Edwards and Clary suggested that the two existing ad hoc committees could be combined. Discussion ensued as to how the ad hoc committees might be rearranged. Fox suggested that the draft memorandum would need to be changed to reflect any changes in the two ad hoc committees, if made. Melton made suggestions. Engfer stated that any changes in the ad hoc committees would need to be placed on the

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agenda with appropriate notice given to the public. Woblesky described the motion she would need if any changes were made at this point. Edwards stated the existing ad hoc committees can be left as they are. Rhodes objected to making changes at this time and creating further delays in progress. Engfer clarified that any changes in the ad hoc committees would need to be placed on the agenda with appropriate notice given to the public, but would not be appropriate today. Edwards withdrew his initial statement and recommended that we move forward. No motions were offered.

Woblesky continued reading at the sixth paragraph on page 7 and on to page 8. Minor changes were considered, but no consensus developed. Woblesky explained some of the ideas on page 8 in greater detail for the benefit of the new members. Discussion ensued.

No changes were recommended to the language as published in the agenda regarding this item.

Motion by Edwards to approve memorandum as it is published in today's agenda packet.
Second by Clary.
Ayes: Rhodes, Woblesky, Edwards, Fox, Casto, Clary. Abstained: Melton, Scaffidi.
Motion passed. 6 ayes, 2 abstentions.

7. Presentation/Discussion/Possible Action re: Sonoma County Zoning and Building Changes. Presentation by CCAC Member Rhodes

Rhodes generally described Sonoma County's adoption of new codes that allow tiny homes and composting toilets. Members requested that Planning staff contact Sonoma County to get their code language on this subject. Clary offered that if the Board of Supervisors were to adopt Appendix Q of the Building Code, our county could look at doing something here.

Woblesky asked Rhodes to describe the programs Ben Goger presented to the Board of Supervisors regarding the Community Development Block Grant that provides funding for improvements to property owners' homes through Self Help Enterprises. Rhodes gave a general description and suggested that Ben Goger be invited to present in detail to the committee.

Engfer stated that any time members need assistance getting items from other jurisdictions, Planning staff is willing and able to assist. Also offered to invite Ben Goger to present to the committee.

Edwards asked if we can interface with the Housing Committee if they are working on related issues. Engfer summarized some of the County's existing and upcoming efforts, which include work on the Housing Element.

Woblesky recommended that we table the rest of this conversation until another meeting in the interest of time. No action taken.

8. Discussion/Possible Action re: Report of Two Ad-Hoc Committees

Chair Woblesky asked that someone on the ad hoc committees present. Edwards reported that the ad hoc committees have met once, assisted by Planning staff Engfer and Miranda. The ad hocs are con-

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sidering examples of existing cases that include hazardous buildings, also discussing a multi-departmental approach which would include staff from Environmental Health, Fire, other departments, working with the assistance of an attorney. Clary felt the ad hocs hit the road running and that it was a good meeting. Possible future dates for ad hoc meetings were discussed but none were acted upon.

There was general agreement that the CCAC will continue to meet on the first and third Wednesdays of the month. Ad hoc meetings will be independently set by the members of the ad hoc committees.

9. Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for March 1, 2023. (Meeting #24). Topics may include: CCAC Member Assignment Updates and Next Steps: Junk, Vehicle Abatement, Communication/Awareness/Education Plan, Tiny Homes, 2019-218, Ad Hoc Committees Updates Discussion/Development of Specific Programs/Activities, Recommendations for Improved and Updated Processes/Procedures

   Chair Woblesky reviewed some of the subjects previously discussed. Scaffidi brought up code compliance insurance through CalFair plans and stated that it might help people. Edwards indicated interest in the subject and asked that Scaffidi get information for a future meeting. Woblesky emphasized the need for moving forward with communication/education efforts, requested that the committee be provided an updated code log. Woblesky asked the level of interest in 2019-218. Members generally indicated interest in going over the language, as well as the problems identified by the public who opposed it. Mariposa County Housing Development Specialist Ben Goger will be invited to present at a future meeting.

10. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.

    Chair Woblesky asked if anyone had anything to say about matters not on the agenda. Melton asked that new members give some background about themselves at the next meeting.

11. Adjourned at 4:12 P.M.

    Motion by Edwards.
    Second by Melton.
    Motion passed. 8 ayes, unanimous.

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #24 DRAFT MINUTES

DATE: March 15, 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 2:02 p.m. by Chair Woblesky.

   CCAC Members Present: Kris Casto, Lydia Clary, Robert Fox, Ken Melton, Colleen Rhodes, and Karen Woblesky.

   CCAC Member Excused: Gabe Edwards, Cassandra Beth Scaffidi.

   County Staff Present: Corrina Miranda (Planning).

   Public Present: Al Golub, Madison Kirkpatrick (Mariposa Gazette).

   Chair Woblesky stated that we have three main focuses today, including (1) a presentation from Ben Goger about the county's Housing Rehabilitation Program, (2) a plan to work out the first half of our 2023 Work Plan, and (3) a review of the public comment input to Code Amendment 2019-218. Chair also asks that both members and the public submit their selections regarding the most significant of those comments. We will review the existing CCAC vacancy next time. The CCAC Memorandum will be before the Board of Supervisors on April 11. Next time, we will also review our process for submitting our minutes to the Board each month.

2. Approve Minutes of CCAC Meeting #23, 2/15/2023.

   No edits or amendments were requested by members or the public.

   Motion by Casto to approve the minutes as submitted.
   Second by Clary.
   Motion passed. 6 ayes, unanimous.

3. Discussion re: CCAC Member Introduction Roundtable

   Chair Woblesky asked that all members provide a brief introduction, background, and what they hope to accomplish on the CCAC.

   Clary described her 32 years of experience in code compliance and building work of all types in several jurisdictions (Los Angeles, Santa Rosa, Merced, and Stockton), and that she worked eight years

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in firefighting prior to that. Casto described her ten years of experience on Los Altos Planning Commission and eight years on Los Altos City Council, which included helping to change her area from an unincorporated jurisdiction to a city, her nonprofit work, and her full-time vineyard and winery business. Fox described his 30+ year career in engineering and construction work including nuclear power stations and large mining facilities, his current efforts to build an ADU (accessory dwelling unit), and his hopes to streamline and simplify code compliance processes. Woblesky described her Human Resources background in the public sector, her hopes for simplifying code compliance processes and building bridges with the community. Rhodes described her 25 years of work in another county, including Planning, County Administrative Office, County Hospital, as a Deputy DA, and her hopes to make codes and processes fair and legal. Melton stated that he grew up in Yosemite and has lived in the county for 76 years, worked in real estate about 30 years, worked with BOS since 1977, helped the county write codes and develop two General Plans.

4. Presentation/Discussion re: Overlapping interests/programs with mitigating possible housing-related issues that may become a code compliance issue, as well as rehabilitating houses that are currently on the code compliance violation log. Presentation by Ben Goger, County of Mariposa Housing Specialist.

   This agenda item was initially skipped, but was returned to at 2:58 p.m., after item #5 was discussed in full.

   Chair Woblesky introduced Ben Goger, Housing Development Specialist for Mariposa County.

   Goger presented information about the county's Housing Rehabilitation Program, which has been in place since 2000. It includes a couple of different grants that were put together with the assistance of Self Help Enterprises (SHE). The total funds are over $700,000. Eligible uses are extensive and apply to individuals making <80% of area median income. We have almost 50% of residents who make close to that amount. Great opportunity to get funds to fix homes. Individual applies and indicates a need for repair. Eligibility intake is done with SHE. Contractors put together a work project.

   In two years of promoting the program extensively, no one has gone all the way through the process. Goger has worked with Alliance for Community Transformations, Oak Fire individuals and case workers, and others. Trying to discover why so few applicants. Have had 15 go through initial intake. One Oak Fire family has gone through further than anyone before and is currently still active. Applicants have not wanted to take on the debt. A lot of people don't have upfront money to pay for repairs. But the loan is not just given away. The loan is attached to the property as a secondary lien. It is a no interest, deferred payment loan, so it's a great rate and a great deal. A lot of the demographic is on a fixed income. Once repaid, the funds then go back to the program so they can be redispersed.

   During COVID market spikes, home values were rising too high for property owners to be able to qualify. Values over $284,000 made properties overvalued for the program. The guidelines include income eligibility as well as the property's value, including land value and improvements.

   Miranda asked how the property value is established. Goger responded that it is rough regional valuations and that valuations constantly change. Miranda observed that unimproved parcels are selling for more than $284,000. This valuation level appears to be a major problem with the applicability of the program for our county.

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Goger emphasized that health and safety issues, and code compliance issues are a focus.

Melton asked Miranda whether she has identified any such properties. Miranda stated that health and safety issues tend to be fixed quickly. She believes some feel that getting into such a program opens a Pandora's box for themselves and they're reluctant to do so.

Goger mentioned a sister program for first-time home buyers who may be reluctant to participate.

Woblesky stated that the CCAC has been looking at using ARPA funds, and asked if Goger were writing this grant himself and was looking at ways for property owners to repay, how would he write it. Goger said he would be as lenient as possible in writing grant guidelines, would be concerned about fairness and access to as many as possible. Woblesky invited Goger to consider partnering with the CCAC to develop ideas that may work for the community.

Miranda mentioned that engaging with HHSA may be helpful as well. Clary stated that funds can be transferred to a code enforcement fund to achieve certain objectives and improvements. She asked Goger if he can think of any kind of funds that might be transferred into an abatement fund that goes toward better health and safety, that could be helpful. Goger agreed to keep an eye out for such funding.

Miranda stated that she will reach out to representatives from the county's Health and Human Services Agency to invite them to present to the committee.

Fox says he is concerned about the use of the term "grant," that it may be misleading. Goger clarified that the grant is to the county from the state and the funds are then dispersed through zero-interest loans. The state may continue to provide additional funds if the county is able to show that it has been successful. Rhodes stated she believes Goger and his team have done great work and that it is now essential that all others who can help do so. Woblesky agreed. The members thanked Goger for his excellent presentation and he agreed to provide more information.

5. Discussion/Activity/Possible Action re: First Half of 2023 Work Plan Worksheet. Identification of CCAC next steps and priorities through June 2023.

Chair Woblesky introduced this item, beginning with a description of the Work Plan Worksheet, which attempts to keep the committee organized and moving forward and to organize essential issues.

Woblesky mentioned that we are moving forward in part through use of an ad hoc committee. Clary stated that the most recent ad hoc committee meeting was very productive, that more information will be presented at our next meeting.

Woblesky referred to the communication/education plan, which was originally worked on by then-members Nancy Kemp, Eileen Collins, and Karen Smith. The communication/education plan has been developed to the point that it can be further refined and perhaps finalized by the committee members in total.

The Memorandum will go before the Board of Supervisors on April 11 at 2 p.m.

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Woblesky explained that the ARPA funds ($300,000) must be allocated by July of this year. Some funds may be used to fund an abatement account that could assist with mitigation of violations. Clary stated that allocating ARPA funds is a huge priority, whether for an abatement account or for a vehicle abatement process. If we can utilize those funds, the progress could be significant. Woblesky added that funds could be used for an amnesty program.

Woblesky invited input to set priorities. Clary would like a whiteboard session to develop and prioritize ideas as quickly as possible. Casto believes that we should extend our meeting duration. Rhodes agreed. Melton is against ad hocs and wants the CCAC as a whole to consider ideas, doesn't want others giving ideas to him, wants to be engaged in the process himself. Woblesky agrees that we do best as a group in a working meeting context and asked if we have consensus. Woblesky asked specifically whether the group agrees that ARPA funds should be the priority for April. The group agreed it should. The group further agreed to meet from 1 pm to 4 pm at the next meeting. Miranda will reserve the room for the extended three-hour period.

Woblesky explained that other issues including amnesty, abatement, and ad hoc committees will fall into place better after we have made decisions about the ARPA funds. Consensus was reached to review the 2019-218 Code Amendment language in the second half of the year. We will get an update on the ad hoc committees' progress at the next meetings along with the ARPA funds. Melton repeated his objections.

Woblesky volunteered herself to review the communication/education plan that was previously put together in late 2022.

Casto thinks we need to focus on the nuisance issue, that nuisances are a primary concern of the community. Woblesky responded that this issue underpins much of the concern about the code compliance process. Clary added that abatement may deal with concerns about nuisances. Rhodes stated that new members need to read the prior agendas and minutes and attempt to get up to speed so the committee can move forward, that junk was discussed at multiple meetings. Melton continued earlier comments about not getting things done, trying to handle too much, and giving over decision-making to subcommittees.

Casto agreed to work on the issue of nuisances to pull together some ideas in a way similar to the work Edwards did on vehicle abatement and Rhodes did on solid waste efforts at landfills and transfer stations.

Woblesky then moved the discussion to agenda item #4 (above).

6. Review/Discussion of Proposed 2019-218 Code Amendment.

Chair Woblesky introduced the item, related some of the history of the 2019-218 Code Amendment and the opposition to it from the community. She observed that many things made this process go sideways, but it's important that we understand the community's responses, whether spoken or written, to understand the actual language of the proposal and the reasons for opposing. Wants the CCAC members to come to an understanding of these concerns. Even though the committee will move this topic to July and after, we need to have these concerns in mind as we go about our other efforts. These community concerns need to be kept in mind as we make future recommendations. Chair

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Woblesky again asked that members and the public submit what they believe are the top three issues that the public communicated in their oppositions.

7. Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for April 5, 2023. (Meeting #25)

   Woblesky indicated that in the interest of time we won't discuss this beyond what we talked about earlier. Next meeting, we will discuss ARPA and amnesty.

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 4:11 p.m.

   Motion by Melton to adjourn.
   Second by Fox
   Motion passed. 6 ayes, unanimous.

Minutes submitted by,

Colleen Rhodes
CCAC Secretary

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #25 DRAFT MINUTES

DATE: April 5, 2023
TIME: 1:00 - 4:00 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. Call to Order and Welcome at 1:09 p.m. by Chair Woblesky.

   CCAC Members Present: Kris Casto, Lydia Clary, Gabe Edwards (arrived 1:20), Robert Fox, Ken Melton, Colleen Rhodes, Cassandra Beth Scaffidi (arrived 1:17), and Karen Woblesky.

   CCAC Member Absent: None.

   County Staff Present: Steve Engfer (Planning), Corrina Miranda, Debbie Willis (Building, partial meeting).

   Public Present: Al Golub, Madison Kirkpatrick (Mariposa Gazette).

   Chair Woblesky welcomed members, guests, and staff and announced the presence of a quorum. Also described reason for meeting for an extra hour today. Briefly described the ARPA fund allocation.

2. Information: Steve Engfer: Re: Telephone access that was recently changed by the BOS- Public Call-in only. Committee Membership hybrid option no longer allowed.

   Engfer briefly discussed the changes made to telephone access and the changes made to teleconference rules that allowed hybrid meetings in the past. The telephone call-in option has been reinstated by the Board of Supervisors. The number and access code are available on the agenda. Teleconferencing hybrid meetings are no longer allowed. There are no callers on the phone today.

3. Approve Minutes of CCAC Meeting #24, 3/15/2023.

   Members reviewed the minutes and made no requests for changes.

   Motion by Casto to approve the minutes as submitted.
   Second by Fox.
   Motion passed. 6 ayes, unanimous (two members arrived soon after this vote).

4. Discussion/Review re: Check in with CCAC New Member/s Onboarding Process.

   Chair Woblesky introduced this item. New members are encouraged to review past minutes, Rosenberg's Rules of Order, CCAC Bylaws, the Memorandum going to the Board of Supervisors this

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month, the memorandum written by then-Planning Director Sarah Williams, the changes made to MCC 18.05 based upon CCAC recommendations, and other documents. Woblesky invited questions.

Casto stated she has been reviewing minutes from past meetings, suggested that new members meet with the chair to review past items. Woblesky agreed to make herself available.

Discussion ensued regarding information being made available to all members and the public, and Engfer made clear that no items or documents are withheld unless they are protected by a California Public Records Act exemption.

Clary suggested that all could benefit from reading the *Mariposa Planning Enforcement Procedures*, adopted in 2001, provided to the ad hoc committee members via Sharepoint. She asked that it be made available to everyone and included in the next agenda. Engfer agreed to do so.

Woblesky asked how the CCAC web page could be updated with all the most important documents. Engfer stated that staff could work with the chair to make the requested changes.

Casto asked for additional information when certain code sections are referenced. Miranda agreed to add hyperlinks.

5. Discussion/Update by Planning Director Steve Engfer, Corinna Miranda, Code Compliance Technician re: CCAC current vacancy status; new timeline for CCAC Status Memo going to the BOS (4/18/23 at 2:00 p.m.); new process for submitting CCAC minutes to the Board of Supervisors; and current status of Code Violation List.

   Engfer reported that there are no applications for the one existing CCAC vacancy.

   Engfer announced that the status Memorandum will be on the Board of Supervisors agenda on April 18, 2023, at 2 p.m. The agenda will be published on the Thursday or Friday preceding the meeting date and is accessible on the county's official agenda page.

   Engfer announced that past minutes will be submitted for inclusion in the Board of Supervisors agenda in a bulk submission. He also stated that these minutes are included in the Board agendas to make access easier, but that they are also already available elsewhere.

   Miranda announced that a new Planning staff member, Kim Bullock, has been hired. The latest list was included in today's agenda packet documents. Woblesky asked that the Violations List be made available as a digital file in Excel format. Miranda agreed that would be taken care of.

   Woblesky asked about the numbers of cases coming off the list as compared to those coming in anew. Miranda stated that quite a few cases are being closed. Some are being referred to other departments to be closed and are coming off the list for that reason.

   Scaffidi asked where complaints come from. Miranda replied that a majority come from public requests for investigation and a few come when there is an assessment change for one reason or another. Miranda stated that voluntary reporting and compliance is not counted on the list.

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6. Discussion/Possible Action re: Review of CCAC Member Assignment re: Public Input Related to 2019-218. Agenda packet includes: CCAC Chart of Compiled Issues Related to 2019-218.

   Chair Woblesky introduced this item by asking all to refer to the chart (see description above) in the agenda packet. Discussed the homework assignment and thanked everyone for input. Stressed the importance of understanding the public's concerns, both positive and negative, about 2019-218. Part of our responsibility is to understand what when wrong. Emphasized the county's assistance to the CCAC. Reported that she listened again to the audio of the October and November 2020 meetings to refresh her recollection. Reiterated the county's process and objectives in creating 2019-218 – it was a four-year process, an attempt to create alternative to having to go to court. The CCAC has spent a little over a year in assessing these processes. There is a need for public involvement, public process. There needs to be greater public involvement in the CCAC's processes. We're all on the same team, but need to take a different approach from what was done in 2020. We need to engage the public.

   Rhodes offered that the approach taken by Engfer's staff in researching, developing, and presenting the Vision Plan for the Merced River Trail project is an example we can learn from. The Vision Plan itself documents much of the process, the engagement of the public, as well as the outcomes. Perhaps the CCAC could incorporate some of these approaches as we engage the public. Recording public input and incorporating it into a code compliance vision plan of sorts could give new participants in the process a historical view of the efforts that have been made. No matter when they come into the process, interested persons can benefit from knowing what has been done to that point.

   Engfer stated that there were surveys and feedback in the vision planning process that Planning undertook along with the Community Working Group. As regards code compliance, if you include a draft, something tangible, and present it to the public through surveys and outreach, and ask for engagement and input, you may be able to use it regarding this subject matter as well. It is essential to have a draft so that people have something tangible to respond to. The request for input is important. Feedback gets folded in. The Board is directing the CCAC. Maybe we look for support for that outreach. Sometimes that kind of effort is funded through grant funds. Could benefit from some sort of outreach of this type. Critical for the Board to know that the CCAC is moving forward.

   Scaffidi stated that she really appreciates that approach. Thinks that surveys could be helpful, lets community know that they are being seen and heard; they're a teaching instrument as well. The challenges to this community from storms, fires, power outages, school closures, and more are significant, and harder than in many places. At the same time, this is a divided community. Surveys, workshops would be good. Maybe have some public events where we invite a water expert to speak or some such thing.

   Engfer stated that when water quality is impacted by a compliance problem, that's a real issue. The code needs to be advanced because that authority drives much that is done. Deliverables and directives are important. Although the public can attend any of these meetings at any time, a workshop focused on feedback from the public regarding a proposal can help synthesize an approach and moving forward.

   Woblesky suggested that an ad hoc committee be created to work on how to best engage the community so that there is genuine involvement in the process. Edwards agreed. Melton disagreed. Discussion ensued regarding surveying community opinions.

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Scaffidi noted that concerns stated in 2020 regarding 2019-218 went beyond concerns about the code itself and included concerns about county staff. Engfer answered about code compliance staff, Planning, Building involvement.

Edwards believes that there was good and bad in 2019-218. The bad included what appear to be a revenue grab and mechanisms to create fear and get compliance. Doesn't believe it adequately addressed a real solution. Doesn't think there was an adequate definition of the problem it intended to solve. If the intent is to solve the problem, begin by identifying the problem and then come up with the solutions. Communicating individual changes is needed. A real issue has been identified that there is not now a sufficient tool for a dilapidated dwelling. We need to solve that. Every time additional sections of code are added that aren't needed, there is a problem.

Miranda mentioned surveys and their deployment. Yes or no questions are better. Would give some feedback.

Scaffidi stated it's important to know why people are not fixing things. There is quite a lot of drama regarding insurance. Pondered whether noncompliance is due to lack of money, physical ability, accessible contractors, or something else.

Fox agreed that the first step in solving the problem is to define it correctly. The root cause goes to a social and cultural level. Some people want to live that way. The problem is not the dilapidated house but something else that underlies it. The median income is less than $50,000. Playing the devil's advocate, need to understand that some people want to live that way.

Clary stated that as a building official, she had to look at creative ways to get the public to join the team and work with the county's staff. Need to understand who people are and where they're coming from. Some of our codes require an engineer when one clearly is not needed. County staff needs to understand how to resolve some of these issues without requiring the cost of an engineer. There has to be more involvement from the county with staff's expertise to resolve these issues. Get rid of the attitude and people will understand that staff is there to help. Reduce the fee for an appeal. Change the culture of the county on how they work with people. The public is not stupid. Talk to people. The culture needs to allow people to come to the table to discuss things. Need to be able to put people at ease. Be sure written and adopted code is consistent with practice.

Engfer would like the CCAC to rewrite code as needed. Rewriting line by line so that changes are reflected in the code itself. Literally make the word changes. Determine what exactly is wrong in 2019-218, make the changes, and move on.

Fox is in the process of building an ADU and has had a very positive experience with the building staff.

Rhodes said she is ready to work on codes right now, but that the overarching idea that Clary discussed is important. People have said they don't trust the county. It's a widespread suspicion that needs to be considered even as the rewrites are being done.

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Clary requested that other CCAC members send in the codes they believe should be changed. Fox asked for clarification as to which codes and it was agreed that the updates need to be made to existing codes. Melton suggested workshops. Further discussion led to a motion, which passed, that requires CCAC members to identify existing code language that needs to be changed.

Motion by Clary that CCAC members email to Engfer and Woblesky the specific, existing codes that they believe need to be changed, updated, or rewritten.
Second by Scaffidi.
Motion passed. 7 ayes (Clary, Edwards, Fox, Melton, Rhodes, Scaffidi, Woblesky) - 0 nays-1 abstention (Casto).

7. Presentation/Discussion/Possible Action re: BWOP Case and Code Review Report and Initial Recommendations by the Case Review and Code Review ad hoc committee: Edwards, Clary, Fox, and Rhodes.

Rhodes reported that Planning staff provided a document to the ad hoc committee members that would have been helpful to the CCAC if it had been provided a year ago. The document is titled *Mariposa Planning Enforcement Procedures*. It was adopted in 2001 and appears to be the source of many issues. She also stated that the procedures, practices, and terminology in the document are extremely flawed and need to be changed.

Clary reported that the ad hoc committee reviewed BWOPs, discussed abatement of specific violations, and has discussed the 1997 Uniform Code for the Abatement of Dangerous Buildings and believes it should be adopted, either as is or with some changes. If adopted, it can be made more restrictive but cannot be made less restrictive.

Edwards stated that some dilapidated buildings aren't addressable by current code. Agreed that the 1997 Uniform Code for the Abatement of Dangerous Buildings be adopted. Also, there are problems with abandoned vehicles that there's currently no mechanism for dealing with.

Clary added that there are cases in which property owners would like to cooperate and that the county should consider an amnesty program to assist them to deal with the problems. As to BWOPs, there are such a wide range of violations, from a reroof to construction of an entire building, there needs to be a county code compliance committee of potentially involved departments to look at the problem, come up with a resolution, and get it solved. Also recommended that there be a maintenance code, which would deal with junk as well.

Edwards agreed with all but this last recommendation, which he sees as problematic. He is particularly opposed to regulations regarding grass lengths.

Fox found objectionable the term "moral" standard and would like to be sure it is not included in any final product. He also objected to terms that are unnecessarily specific, as one of the references to fences was.

Edwards believes it is important to distinguish between visible problems and those that are behind fences. Melton stated that the county's jurisdiction is "public-public-public," not private, and that civil matters should be kept out of public agencies' concerns.

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Edwards said he wants the ad hoc committee to prepare a vehicle abatement code based upon the CHP's program and provide that for full CCAC review for eventual recommendation to the Board of Supervisors. He will send the documents previously seen by then-members of the CCAC to the new members to bring them up to speed.

8. Discussion/White Board/Possible Action re: Use and Designation of ARPA Funds to be allocated for Code Compliance Activities.
Agenda packet includes: Dallin Kimble's ARPA Funds Power Point Presentation given to the CCAC on February 2, 2022.

Chair Woblesky introduced this discussion by referring everyone to the memorandum by County Administrative Officer Kimble which gives background on ARPA funds, their source, and their potential uses. She stated that the CCAC needs to make some decisions as to how, where, and for what the $300,000 should be allocated. Recommendations will then be made to the Board of Supervisors so that the funding can be secured and used most effectively for the benefit of the community.

Casto asked what is meant by the term "amnesty." Woblesky discussed components of the amnesty proposals that have been considered by the CCAC in the past and the need now to be more specific and precise. Today's discussion needs to move us forward with these issues.

Woblesky described some potential uses for the funds: paying for dumpsters and transportation for community days for junk remediation, transfer station subsidies or vouchers especially for outlying areas, funding an abatement program, assisting with fees.

Fox asked if income levels and limits will be part of the program and how we might be able to incorporate some commitments to future prevention into any assistance provided. Clary suggested that services provided should be reimbursed and that liens will likely need to be part of the program. Funds can be refreshed through reimbursement. Loans were mentioned.

Rhodes asked whether the members are interested in a cooperative abatement process, stated that now there is no way to motivate participation. Might consider using funds in a summary abatement process not dissimilar to the abatement portion of 2019-218. Described various types of abatement processes, including cooperative, summary, and judicial and suggested that the CCAC invite County Counsel to speak to us again on the subject of abatement and ask Miranda to identify properties with violations that might benefit most from such a process.

Discussion ensued about the various ideas presented including solid waste and junk programs, abatement efforts, BWOPs and permit fees, The question arose as to how to motivate residents and property owners to make needed improvements. Agreement was generally reached that a survey could be done to elicit responses from the public. Staff agreed to work on survey ideas.

9. Discussion/Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for April 19, 2023. (Meeting #26)

This item was not discussed.

10. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.

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No public comment was offered.

11. Adjourned at 4:03 p.m.

Motion by Edwards to adjourn.
Second by Scaffidi
Motion passed. 8 ayes, unanimous.

Minutes submitted by,

Colleen Rhodes
CCAC Secretary

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Fish Camp Planning Advisory Council
Draft Minutes
9:30 a.m., Saturday, January 21, 2023

Call to Order at 9:30 a.m. **Chair Harter**

1. **Roll Call** **Secretary Rolfe**
Members Present: Archer, Bassett, Baxter, Harter, Rolfe (telephonic), and Royse
Members Absent: Cerioni, Christian, both excused. Luther, resigned.

2. **Welcome Guests** **Harter**
Guests introduced themselves. Hewlett and Franklin (telephonic), Reinhart, Glendenning, Shelton, Woblesky (2), Casagrande, Salisbury, Murray.

3. **Resolution Due to Covid**
A resolution of the Fish Camp Town Planning Advisory Council 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 Fish Camp Town Planning Advisory Council for the period from January 21, 2023 to February 20, 2023 pursuant to Brown Act provisions.
Moved Baxter, seconded Bassett, passed.

4. **Approval of Draft Minutes**
Minutes of the October 22, 2022. **Moved Bassett, seconded Baxter, passed.**

5. **Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the council**: Karen Glendenning discussed someone stranded: There was an issue as to the name of the road and the CHP being able to locate the vehicle. In the past, a booklet was prepared naming the roads, etc., and all should be aware of the map. (Chowchilla Mountain Road).

Pamela Salisbury reminded of public comment period ends on 2/3/23 at www.parkplanning.nps.gov Pamela has found an attorney to tentatively work with us/lobbyist to get local access through the park. Currently, the plan in 2024 is to deny pass through east to west for locals.

Colleen Murray wanted to recognize Caltrans and SCOPE volunteers in assisting with snow play issues. Assisted in keeping people out of the shoulders so people could pull over and install their snow chains. Baxter also thanked Adam Wimberley and Caltrans. Karen Glendenning also sent emails to the County and Adam thanking for their phenomenal job.

6. **Election of Officers: Chair, Vice Chair, Secretary and Committee Membership Terms Discussion.** Supervisor Smallcombe called for nomination: The following were moved, seconded, and approved: Harter for Chair, Baxter for Vice Chair, and Rolfe for Secretary.

Part of the agenda packet listed all members and the expiration date of their terms.

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Members	Appointed	Expires
Jeff Cerioni	04-24-90	02-28-24
James Christian	04-05-16	02-28-24
Greg Baxter	09-01-09	02-28-24
Brett Archer	10-26-21	02-28-23
John Luther	03-21-17	02-28-23
Margaret Rolfe	04-07-20	02-28-24
Robert Bassett	04-03-12	02-28-23
Donn Harter	03-26-19	02-28-23
Greg Royse	02-05-13	02-28-23

Four committee members' terms are expiring, if they want to renew, they now need to complete formal documents, which Supervisor Smallcombe brought.

Supervisor Smallcombe will publish there is one open space on the board and will accept applications.

7. Vacation Rentals & B & Bs in Fish Camp- Update Steve Engfer

Vacation rentals are holding steady. There is a map with number information in the agenda packet. There are 36 current vacation rentals, two are bed and breakfast. There are applications pending. In the future, the date will be placed on the map provided.

Discussion was had regarding the process if neighbors object to the application. A noticed hearing will occur. Per Fish Camp rules. Ask planning department for additional information on process, if needed.

8. Fish Camp Firewise Report- Discussion and Potential Action for Firewise Community group for Fish Camp

Supervisor Smallcombe discussed background on Firewise recognition status. Firewise was created by the National Fire Protection Association. It's a nationwide program, that Cal Fire enthusiastically supports. After our last meeting, a small committee was formed, Donn Harter, Gretchen Hewlitt, and a member of the Sierra National Forrest, Ward and Supervisor Smallcombe. They would like additional volunteers. The process is simple, and even more simple for Fish Camp, over other communities. For now, each person should reach out to the community to find out which property owners wants to participate; what are they doing to reduce wildfire risk on their property; and what is a larger effort on behalf of the community? The committee will prepare a risk assessment. They will draw in the expertise of Wawona and Fire to assist with risk assessments; then put together action plan, what are the communities priorities, document priorities moving forward. Submit application to NFPA to be approved. Any issues, Cal Fire will reach out to the person who submitted application; then deal with issues; determine reporting status. For example, if Baxter installs a fire resistant deck, he will submit the expense to the committee. At national level, they identify communities and have a budget for Fire Wise projects. Funds and volunteer hours will be reported. The homeowner will NOT be reimbursed, the expenditures are simply for tracking purposes.

One meeting guest asked about insurance rates if the community was rated Fire Wise. Generally, there's a 5-10% discount for the participating property. For example, if there's 198 properties in Fish Camp with 200 structures, and 160 participate in the Fire Wise program and the other 40 do not - the NFPA will send the Fire Wise certification letter to the 160. The property owner then provides that

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certification to their insurance carrier for the discount. It is hopeful that would in turn encourage the other 40 property owners to participate so they too would receive a certification and discount.

In addition to tracking the actual funds spent on our properties, volunteer hours are also tracked. Hours are valued at $29.00 per hour. Each property owner should keep track of the time spent clearing fire risk debris from their property (i.e., raking those pine needles) and report them to the committee. All volunteer hours becomes part of the dollar value requested for Fish Camp

Gretchen Hewlett explained further: A plan is submitted to NFP. We then have to report back on an annual basis. It's gross reporting. Total number of hours and total dollars in gross reporting. One hour per year for each property owner. There's a minimum number of hours that each property owner needs to meet. It wouldn't appear difficult to gather the hours since we're already raking anyway.

The biggest hurdle in the beginning is assessing the risk. Casagrande thought property owners would be "assessed" a fee. Gretchen explained that is not the process. It's simply an assessment of the community from the viewpoint of someone fighting a fire. Then a series of action is suggested for the community to maintain a FW status, i.e., raking needles, removing downed limbs, etc. Then there's a centralized point person to report your activities to and then the point gets back to FW. No requirement to have trees taken down or limbed. Program is neighbors helping keep properties safe. No agencies are coming in to tell you what to do with your property.

The committee has spoken with the FW coordinator of Tuolumne County. It's entirely voluntary. Debris on roof and gutters, type of roofing materials, posts attached to building, etc., help identify risk in community.
Volunteer fire group already pays for community chipping. That would fit into the FW plan we put forward - continue to offer chipping.

Our volunteer fire group is a 501c3 (charity) corporation. The volunteer group can then request a FW dollar grant, which makes keeping track of your volunteer hours and funds expended in clearing your property all the more important.

9. Ex Officio Reports:

a. USFS, District Ranger — **Jennifer Christie - absent**

b. CAL FIRE& Engine Co. 33 — **Steve Ward**

Community Wildfire Protection Plan ("CWPP"). FC is one community identified in the plan. The CWPP discusses wild land around community. The relationship between CWPP County wide plan. Rather than asking community members. Merges two assessments together.

Karen Glendenning commented: Some are looking at obtaining a National Monument designation for the park, which in turn, will downgrade all roads. Delegate roads from community to the park. This designation will NOT allow air attacks on fire. Glendenning; This is a GREAT CRISIS IF PASSED. PLEASE CONTACT YOUR REPRESENTATIVE.

Colleen Murray: Spreading trees are a fire hazard. Watering them spreads them. Smaller trees growing vertically and separately from other trees is better. Do better with less water.

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c. Sheriff's Department **Sheriff Jeremy Briese- absent**

d. NPS District Ranger **Chad Andrews - absent**

Karen Glendenning: Our **public** library is in Wawona, which includes our free access to internet. As previously requested, please don't restrict the Fish Camp community from local access to the park.

e. Caltrans-Hwy 41 Supervisor **Adam Wimberley - absent**

Per Murray: Busy working on Hwy 41 and unable to make meeting.

f. District I Supervisor **Rosemarie Smallcombe**

Discussed moratorium on vacation rentals. Housing specialist is reviewing proposal for a study. This Tuesday at 2pm can call in Mariposa Board, requesting approval for integrated housing strategy. Proposing specific locations for single family residences and multi family that may be appropriate for county and park service employees. The study is in the board's packet for Tuesday's agenda.

Working with Tenaya and County Fire for staffing changes.

g. District I Planning Commissioner **Ed Walls, Absent**

Supervisor Smallcombe: they have been meeting infrequently.

h. Department of Public Works, Director **Shannon Hansen**
Absent

Emergency contract for road works approved. Dept of Public Works have been busy working on roads, including over night, to get roads clear. Shannon wants to know if there are issues with our roads that have been created by, or exacerbated by, the recent storms.

Glendenning: Has Worman Road been addressed? It's been reduced to half a lane.

10. Request for updates by Fish Camp citizens from various agencies, i.e: CHP, YNP, Sheriff, Public Works, Caltrans, Dept. of Interior, Planning, USFS & State, and Supervisor Smallcombe. (See Attached Memo).

Royce, Reinhart and McGinty SCOPE members present. Important to recognize the Mariposa Sheriff's department for providing a vehicle that's all wheel drive. Having the vehicle really assists. McGinty: New Year's day was very populated, can Tenaya post signs re: parking for registered guests only, etc. Public was parking there and then adding to the snow play stress. Response: Tenaya is going to install a key system.

Discussion was also had regarding the backup at the entrance of the park. One problem, the gates do not take cash and credit card processing takes 3- 5 minutes per car/card. In addition, all 3 kiosks were not open.

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Discussion was had regarding traffic issues. The non emergency line for the Mariposa Sheriff should be called. It is then their responsibility to call the proper agency.
Supervisor Smallcombe will ask commander in her area to see who our counterpart is to call when the backup. Supervisor Smallcombe asked her to forward what she sent to Healy and Shannon.

11. **Next scheduled meetings: Set meeting Calendar for 2023**
~~April 29, 2023~~ April 22, 2023
July 15, 2023
October 28, 2023
~~January 27, 2024~~ TBD

12. **Future agenda items**. None.

13. **Adjournment**: 11:18 a.m.

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MARIPOSA COUNTY
Merced River Trail Community Working Group

MEETING MINUTES

DATE: January 25, 2023
TIME: 12:00 PM
LOCATION: IN-PERSON // TELECONFERENCE HYBRID
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 12:05 PM

   Members Present: Wendy Brown, Michael Martin, Tara Fouch-Moore, Art Baggett, Ralph Mendershausen, Jeff Jenkins, Rosemarie Smallcombe, Susie Clark
   Members Absent: Miles Menetrey
   Excused Absences: Jessica Thompson
   Visitors: Bill King

2. **ADOPT AB 361 RESOLUTION:**
   This resolution passed unanimously.

3. **APPROVE THE MINUTES FROM THE 12/21/22 MEETING:**
   The minutes were unanimously passed.

4. **ADOPT RESOLUTION OF SUPPORT FOR DRAFT MERCED RIVER TRAIL VISION PLAN:**
   This item was moved by Michael Martin and seconded by Ralph Mendershausen. Prior to voting, there was a short discussion to clarify the future role for CWG following the adoption of the Merced River Trail Vision Plan. Goralnik clarified that many of those responsibilities are called out in specific recommendations in the action plan. Sur Clark added that she anticipates roles will evolve and change as the project moves forward following adoption. The CWG members expressed general comfort with this concept.

   The resolution of support was passed unanimously, with a noted revision to the date.

5. **DISCUSSION ON VISION PLAN ADOPTION PROCESS AND NEXT STEPS:**
   Goralnik shared that since the 2/14 Board of Supervisors meeting is cancelled, the hearing for the Merced River Trail adoption at the Board of Supervisors would need to be rescheduled to March 21 at 2PM. He indicated that he had been in contact with BLM, USFS, RTCA collaborators to provide public support at that time.

   Mendershausen shared that he had called numerous people who have been connected with the project historically, including Jeff Gabe, Dick Ewart, and others who have expressed interest in the project, and noted that he would need to update them on the new Board adoption date.

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Attachment: 230125 Minutes_DRAFT - Merced River Trail (14058 : Receive Minutes of the Committees)

Baggett shared that he was coordinating a letter of support from Yosemite National Park, and that he would coordinate with residents of Foresta so solicit their support at the March Board hearing as well. Mendershausen expressed his hope that Foresta residents would indicate their support for the recommended route, in the context of the project's respect for and response to their preferred route.

Bill King provided public comment of thanks and appreciation for the project; is enthusiastic about the plan; appreciates the plan presenting options that will be evaluated in the future. Expressed enthusiasm for Mariposa Trails to participate in implementing the project—acknowledges the long timeline for the project. Reminded folks that Mariposa Trails received a significant grant to restore 14 miles of trails along the South Fork.

6. **PUBLIC COMMENT:**
   The group agreed to cancel the February meeting.

7. **ADJOURN:** The meeting adjourned the meeting at 12:38 PM.

Minutes Prepared by: Mikey Goralnik

DRAFT

Attachment: 230125 Minutes_DRAFT - Merced River Trail (14058 : Receive Minutes of the Committees)

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING AGENDA

DATE: **WEDNESDAY January 11, 2023**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, Highway 140
Midpines, CA 95345

Members of the public who wish to participate in the meeting are invited to do so by submitting written comments (instructions follow) or by joining the teleconference by:

To join meeting by dialing in on phone, call this number:

United States: +1 (872) 240-3412

Access Code: 824-486-645

Please note that all callers will be limited on their speaking time, and will be muted before and after public comment periods

WRITTEN COMMENTS: Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your written communication please note in the subject line: Which Planning Advisory Committee you are commenting to and indicate which "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM" that you are commenting on.

1) Mail • Send written communication to:

Mariposa County Planning Department
PO Box 2039
Mariposa CA 95338

2) Email • Send an email to the planningdept@mariposacounty.org

3) Drop Off: • Written communication can be dropped off at:

Mariposa County Planning Department
5100 Bullion Street, 1st Floor
Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the committee prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received no later than 8:00 a.m. on the day of the meeting.

Attachment: 230111 MPAC Minutes Draft 2 (14058 : Receive Minutes of the Committees)

MIDPINES PLANNING ADVISORY COMMITTEE

DRAFT MEETING MINTUTES

DATE: **WEDNESDAY January 11, 2023**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, Highway 140
Midpines, CA 95345

*Call-in participation information on the preceding page

1. Roll Call *Gary Francisco, Caroline McGrath, Adam Ferguson, Candy O' Donell Browne, Eileen Collins, Charles Lammers. Ed Walls - Planning Commissioner, Rosemarie Smallcombe- Supervisor*
   Guests: Matt Larson Nancy Parke
   Staff- Steve Engfer

2. A resolution of the Midpines Planning Advisory Committee 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 Midpines Planning Advisory Committee for the period from January 11, 2023 to February 11, 2023 to pursuant to Brown Act provisions.

   Question posed regarding state law changed pending by Candy. Rosemarie responded regarding the State law changes and the sunset of the allowance for hybrid meetings due to COVID. Resolution was approved Unanimously.

3. Approval of Minutes: November 11, 2022 and January 11, 2023 *Discussion occurred and minutes were tabled to next meeting due to a typographical error in the draft Minutes title referring to December.*

4. Public comments

5. Committee Business
   a. Adopt Calendar for the year
      i. Second Wednesday of each month 6-8 pm

MPAC Schedule remains the same. Motion made by Caroline and seconded By Candy. Approved unanimously.

   b. Election of Officers & Membership Terms
      i. Chair – *Gary Francisco nominated. Gary accepted the nomination. Approved unanimously.*
      ii. Vice Chair – *No nominees accepted. Tabled to future meeting.*
      iii. Secretary – *Committee voted that staff continue secretary.*

Rosemarie mentioned the need to confirm committee membership form committee membership for reappointments. Adam, accepted. And

   c. Discussion on the Revised County Committee/Commission Policy (BOS Resolution 2022-637)

Discussion occurred. An overview was provided by staff on the key changes that were mad including ad hoc committee definition and other changes. Rosemarie suggested that the "redline changes" from the previous to the new updated November policy be included in the future so the committee could more easily identify the changes.

Attachment: 230111 MPAC Minutes Draft 2 (14058 : Receive Minutes of the Committees)

6. Updates and Activity Reports
    a. Firewise Communities Discussion Update (attachment)

Rosemarie described the efforts, including workshops by the County to encourage community's participation in the Firewise Communities program. Discussion included: potential insurance benefits; general fire safe benefits. CALFIRE firesafe compliance; Countywide Wildfire Protection Plan- Communities potential for co-beneficial risk assessments for Firewise and CCWP Community risk assessment. Announcement was made for the Firewise Workshop 5:30 -pm 7 at Board Chambers on Thursday January 12. Committee discussion occurred about benefits and who may be able to attend.

    b. Community Plan Update

Staff provided a brief update that the environmental work and public process would occur in 2023. When draft CEQA document is ready> Staff suggested that the Chair work with staff to prepare a tentative timeline to bring to the full Committee. it will be brought to the committee for review and setting timeline for public engagement.

    c. Muir Lodge Site –Status Update

Due to some weather, there was limited activity. Rosemarie notified the committee that the Fire approval had bene obtained and thereby expected sign of the demolition permit would follow (October-November). Hazmat work was moving forward. Discussion occurred regarding the signage need for the site. Staff notified the committee that all are ready contractor PG&E, Demolition of pool and buildings 1-7 would be the start.

    d. Oak Fire – Update, Evacuation Routes and Lessons Learned Discussion

No significant update. Othe4r than that the impact of the rain on the burn scar and run off significance levels. Assessments were underway, however, preliminary assessments was that Oak Fire mitigation seemed to be holding.

    e. KOA/Terramor Status Update

Staff provided an update that no new entitlement applications had been submitted. It would come to the Committee at that time. It was communicated that the Terramor project would be submitted first.

    f. Whispering Pines/Bear Creek Cabins Update

Preapplication processing is underway. Matt Larsen gave a brief update. Staff concurred that staff needed to finalize the pre-application letter on what entitlements would be needed etc. Discussion occurred regarding the housing aspects. Matt notified the committee that the property was damaged from recent floods/rains.

    g. Oak Road Bridge Project Update- Nancy Parke Update

Nancy Parke emailed the Chair that she is working on a letter. Nancy provided an update that the bridge may have been overtopped as there was debris on the bridge roadway itself. However, the road embankment was really eroded from the storms. No new bridge update. Brief discussion occurred about debris behind the bridge. Rosemarie mentioned a local emergency proclamation was ratified by the Board of Supervisors. The Oak Road Bridge was not identified as "damaged" on initial assessment. However, there will be more evaluation by PWD staff and additional updates may be in order. Rosemarie suggested that a community meeting be set possibly to coincide with eh MPAC meeting regarding specifically the Oak Road bridge the future in coordination with Shannon Hanson PWD director.

    h. CALTRANS Project/Study Update

Rosemarie provided an update including reference to the last CALTRSN correspondence, and that clarification on what the next survey on the Midpines HWY 14 corridor would be in 2023 to address the concerns. A discussion occurred regarding Ferguson rockslide.

    i. *Planning Commissioner Update*

Ed Walls provided an update that the las meeting was December 6. And New Planning Commissioner Appointments would be made soon, at the Board of Supervisors.

    j. Supervisor Updates

Update was provided regarding CALTRANS funding and relationship of funding form Federal source, California Transportation Commission and ability for CATLRANS to keep moving forward on the project. Potential for the Ferguson provide to be slowed up due to funding mechanism changes. Rosemarie provided an update regarding 312-acre parcel in Midpines- CALFIRE will use the 312 acre parcel (Ferrero (sp)) property for training purposes for fuel reduction and hand line training, resulting in fuels reduction.

7. Future agenda items
    Report on Firewise Discussion, Community Plan and Muire Lodge site, New Board Policy Comparison. Staff suggested maintaining the Agenda update list as is. Then if there are no updates you move on.
8. Adjourn *Meeting adjourned.*

Attachment: 230111 MPAC Minutes Draft 2 (14058 : Receive Minutes of the Committees)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-225

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Closure of Specific County Buildings During Site Active Threat Trainings

---

RECOMMENDATION AND JUSTIFICATION:
Approve closure of specific County buildings during the 4-hour site specific active threat training sessions.

The training schedule and requested closures are as follows:

GOVERNMENT CENTER
Thursday, May 11, 2023 from 8:00 a.m.-12:00 p.m.
Administration-Human Resources-Technical Services
Board of Supervisors
Clerk of the Board's Office
County Counsel/Risk Management
Planning
Building
Environmental Health
Staff unable to attend their assigned training session

HALL OF RECORDS & LIBRARY (INCLUDING COURTYARD AREA)
Thursday, May 11, 2023 from 1:00 p.m. - 5:00 p.m.
Assessor/Recorder
Treasurer/Tax Collector/Co. Clerk
Auditor
Child Support Services
Library
County Fire Staff
Staff unable to attend their assigned training session

AGRICULTURE/UC COOPERTIVE EXTENSION
Friday, May 12, 2023 from 8:00 a.m. - 12:00 p.m.
Agriculture Commission
UC Cooperative Extension
District Attorney's Office
Probation (non-officer)
Staff unable to attend their assigned training session

PUBLIC WORKS ADMINISTRATION BLDG & YARD
(Meet at Fleet Building)
Thursday, May 18, 2023 from 8:00 a.m. - 12:00 p.m.
Public Works
Landfill (**closure not requested**)
Staff unable to attend their assigned training session

HEALTH & HUMAN SERVICES
Thursday, May 18, 2023 from 1:00 p.m. - 5:00 p.m.
Health & Human Services
Staff unable to attend their assigned training session

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved a three-year contract between Mariposa County and Knowledge Saves Lives Inc. (KSL) on May 4, 2021. To allow for the best training experience and for safety purposes, KSL has requested that facilities where training is taking place be closed to the public during the 4-hour training.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to close all of the requested buildings listed above it would mean that employees would miss this valuable safety training.

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

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2023-226

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve the Request Ot Apply for Volunteer Fire Capacity Grant Application

---

RECOMMENDATION AND JUSTIFICATION:

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 communications equipment (Radios)

The VFC grant is a Federal Block grant program administered in California by CAL FIRE. The grant's purpose is to enable rural fire departments to purchase safety and/or communication equipment.

The approval to apply for this grant could enable Mariposa County Fire Department (MCFD) to purchase new hand held radios. This grant will effectively decrease the Fire Department's purchase price of the new hand held radios to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This program was previously called the Rural Fire Capacity grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirement in anticipation of this opportunity. This grant is instrumental for updating our communication devices to better protect and communicate with our firefighters. Per county policy board approval is required to apply for a grant that requires a resolution.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Fire Department will lose the available grant funds to replace its hand held radios.

FINANCIAL IMPACT:
Requires 50% match up to $20,000 that has been budgeted in the 22/23 fy

ATTACHMENTS:

REF ID# 14036

2023 VFC Solicitation Letter (PDF)
Resolution for RFC Grant Application 2023 (PDF)

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

State of California Natural Resources Agency

Memorandum

To: Fire Chiefs in California

Date: 2/25/2023

Email: Megan.Esfandiary@fire.ca.g

Original on File

Website: www.fire.ca.gov

From: Bret Gouvea
Deputy Director of Cooperative Fire Protection
California Department of Forestry and Fire Protection (CAL FIRE)

Subject: Volunteer Fire Capacity (VFC) – Fiscal Year 2023-24
Personal Protective Clothing and Equipment

CAL FIRE is soliciting applications from fire departments in rural areas and communities with a population of 10,000 or less, for awards under the Volunteer Fire Capacity (VFC) Program of the Cooperative Forestry Assistance Act of 1978. The application can be found online at the CAL FIRE public website under the Cooperative Efforts page, https://www.fire.ca.gov/programs/fire-protection/cooperative-efforts/.

The funding level for California in Fiscal Year 2023-24 has not been determined at this time. However, historical funding levels for VFC are approximately $1,000,000.

In order to ensure timely consideration, completed applications must be submitted no later than **May 4,** 2023 Applications must be submitted electronically, there will be no hard copy submission.

CAL FIRE anticipates completion of the application review process by August 2023.

Successful applicants must complete their approved project(s) using local funds between the Agreement Approval Date and June 30, 2024; then bill CAL FIRE within the award agreement period in order to receive the award. The award will not cover expenditures made prior to the date of final signature on the agreement or after June 30, 2024.

Attachment: 2023 VFC Solicitation Letter (RES-2023-226 : Approve the Request Ot Apply for Volunteer Fire Capacity Grant Application)

PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

As a result of the recommendation from the 2003 Blue Ribbon Report to the Governor of California, we are including a Grant Assurance section in the Volunteer Fire Capacity Grant Application package. By completing and signing the Grant Assurance, you are certifying that your wildland firefighters are fully equipped with appropriate, approved wildland fire response Personal Protective Equipment (PPE) that meets National Fire Protection Association (NFPA) 1977 *Standard on Protective Clothing and Equipment for Wildland Fire Fighting,* and are trained to a proficient level in the use of the PPE[1].

> **"Firefighter safety must be of paramount concern. It is critical for the health and safety of Firefighters responding to Wildland/Urban Interface fires that they be properly equipped with the appropriate protective, safety, and communications equipment necessary to perform their duties."**
>
> Multi-Jurisdictional Recommendation 7
> 2003 Blue Ribbon Report to the Governor of California.

CAL FIRE formally adopted new standards for Wildland Firefighting Protective Ensembles. All purchases of Wildland Firefighting Protective Ensemble for utilization by any personnel under the administrative control of CAL FIRE must meet these newly adopted specifications exceeding NFPA 1977 standards.

As an employer, you are responsible for providing personal protective clothing and equipment to your employees. Supervisors are responsible for enforcing clothing and equipment standards and informing employees concerning safety hazards. Supervisors are also responsible for seeing that their employees are properly trained in the purpose, use and maintenance of protective clothing and equipment. Each employee responding to or engaged in emergency services, such as structural, vehicle and related fire suppression activities, will use the appropriate safety clothing and equipment.

Departments not currently in compliance with the NFPA 1977 standard for wildland firefighter safety clothing and equipment will only be considered for awards which bring their department into compliance with this standard or, if applicable, the CAL FIRE Wildland Firefighting Hazard and Risk Assessment standard. This year's consideration for grant awards will place a higher priority for funding reimbursement of firefighter PPE purchases and associated training for those Departments not currently meeting the standard.

If you have any questions regarding this memorandum, please contact Megan Esfandiary at Megan.Esfandiary@fire.ca.gov.

[1] CAL FIRE formally adopted new wildland PPE specifications that exceed NFPA requirements, in accordance with CAL FIRE's Wildland Firefighting Hazard and Risk Assessment. All purchases of wildland PPE for utilization by any personnel under the administrative control of CAL FIRE must meet these newly adopted specifications. Those specifications may be obtained from your local CAL FIRE Unit Headquarters.

Attachment: 2023 VFC Solicitation Letter (RES-2023-226 : Approve the Request Ot Apply for Volunteer Fire Capacity Grant Application)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve the Submittal of a Volunteer Fire Capacity Grant Application

---

RECOMMENDATION AND JUSTIFICATION:

Approve the Volunteer Fire Capacity Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) (Subject to Approval as to Legal Form by County Counsel).

The VFC grant is a Federal Block grant program administered in California by CAL FIRE. The grant's purpose is to enable rural fire departments to purchase safety equipment and communicatio while engaged in firefighting activities.

The approval to apply for this grant could enable Mariposa County Fire Department (MCFD) to purchase new hand held radios. This grant will effectively decrease the Fire Department's purchase price of the new radios to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This program was previously called the Rural Capacity grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirement in anticipation of this opportunity. This grant is instrumental for updating gear to better protect our firefighters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Fire Department will lose the available grant funds to replace its hand held radios.

FINANCIAL IMPACT:
Requires 50% match of the grant that has been budgeted in the 22/23 fy

Attachment: Resolution for RFC Grant Application 2023 (RES-2023-226 : Approve the Request Ot Apply for Volunteer Fire Capacity Grant

)

Attachment: Resolution for RFC Grant Application 2023 (RES-2023-226 : Approve the Request Ot Apply for Volunteer Fire Capacity Grant

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-227

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve a Lease Agreement for 4952 12Th Street Unit D to Serve HHSA Clients

---

RECOMMENDATION AND JUSTIFICATION:

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.

The term of the proposed Lease Agreement is from February 1, 2023, through January 31, 2024, with a not-to-exceed amount of $9,900 ($825 per month) and will be used for transitional housing. The leased residential space is located at 4952 12 Street Unit D.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Health and Human Services Agency (HHSA) does not have existing property to meet the increasing housing needs. We have identified this residential space to provide client services that will help them achieve self-sufficiency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure necessary housing for an under served population within the County, and HHSA would forego the opportunity for a lower cost local placement alternative for Agency clients.

FINANCIAL IMPACT:
Funds are available within the Health and Human Services Agency budget for this lease agreement. Local housing opportunities provide temporary assistance to temporarily homeless clients and alternatives to higher cost hospital and board and care placements. This is no impact to the County general fund.

ATTACHMENTS:
HHSA Lease with Kevin Larsen Unit D - March 7 2023 (PDF)

REF ID# 13979

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

Attachment: HHSA Lease with Kevin Larsen Unit D - March 7 2023 (RES-2023-227 : Approve a Lease Agreement for 4952 12Th Street Unit D to

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Kevin Larsen, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 4952 12th Street Unit D, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

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

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4952 12th Street Unit D, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Eight Hundred Twenty Five Dollars ($825) per month. **LESSOR** agrees to lease the real property described above commencing February 1, 2023 and terminating on January 31, 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 residence. **LESSEE** hereby warrants that it is a residence.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

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.

Attachment: HHSA Lease with Kevin Larsen Unit D - March 7 2023 (RES-2023-227 : Approve a Lease Agreement for 4952 12Th Street Unit D to

Attachment: HHSA Lease with Kevin Larsen Unit D - March 7 2023 (RES-2023-227 : Approve a Lease Agreement for 4952 12Th Street Unit D to

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.

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

12. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

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

Attachment: HHSA Lease with Kevin Larsen Unit D - March 7 2023 (RES-2023-227 : Approve a Lease Agreement for 4952 12Th Street Unit D to

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

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

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

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

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

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to P.O. Box 212, 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:

Kevin Larsen, Owner

LESSEE:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: HHSA Lease with Kevin Larsen Unit D - March 7 2023 (RES-2023-227 : Approve a Lease Agreement for 4952 12Th Street Unit D to

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-228

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve a Lease Agreement for 4952 12Th Street Unit C to Serve HHSA Clients

---

RECOMMENDATION AND JUSTIFICATION:

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.

The term of the proposed Lease Agreement is from February 1, 2023, through January 31, 2024, with a not-to-exceed amount of $9,900 ($825 per month) and will be used for transitional housing. The leased residential space is located at 4952 12 Street Unit C.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Health and Human Services Agency (HHSA) does not have existing property to meet the increasing housing needs. We have identified this residential space to provide client services that will help them achieve self-sufficiency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure necessary housing for an under served population within the County, and HHSA would forego the opportunity for a lower cost local placement alternative for Agency clients.

FINANCIAL IMPACT:
Funds are available within the Health and Human Services Agency budget for this lease agreement. Local housing opportunities provide temporary assistance to temporarily homeless clients and alternatives to higher cost hospital and board and care placements. This is no impact to the County general fund.

ATTACHMENTS:
HHSA Lease with Kevin Larsen Unit C - March 7 2023 (PDF)

REF ID# 13980

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

Attachment: HHSA Lease with Kevin Larsen Unit C - March 7 2023 (RES-2023-228 : Approve a Lease Agreement for 4952 12Th Street Unit C to

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Kevin Larsen, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 4952 12th Street Unit C, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

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

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4952 12th Street Unit C, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Eight Hundred Twenty Five Dollars ($825) per month. **LESSOR** agrees to lease the real property described above commencing February 1, 2023 and terminating on January 31, 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 residence. **LESSEE** hereby warrants that it is a residence.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

Attachment: HHSA Lease with Kevin Larsen Unit C - March 7 2023 (RES-2023-228 : Approve a Lease Agreement for 4952 12Th Street Unit C to

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.

Attachment: HHSA Lease with Kevin Larsen Unit C - March 7 2023 (RES-2023-228 : Approve a Lease Agreement for 4952 12Th Street Unit C to

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.

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

12. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

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

Attachment: HHSA Lease with Kevin Larsen Unit C - March 7 2023 (RES-2023-228 : Approve a Lease Agreement for 4952 12Th Street Unit C to

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

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

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.

Attachment: HHSA Lease with Kevin Larsen Unit C - March 7 2023 (RES-2023-228 : Approve a Lease Agreement for 4952 12Th Street Unit C to

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to P.O. Box 212, 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:

Kevin Larsen, Owner

LESSEE:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim May 2023 as Mental Health Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2023 as "Mental Health Awareness Month"

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to highlight the occasion.

ATTACHMENTS:
May is MH Awareness Month Proclamation (DOCX)
Mental Health Stat Flyer - handout (PDF)

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

The Mariposa County Board of Supervisors
Proclaims the
Month of May 2023
as
"Mental Health Awareness Month"

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

WHEREAS one out of every twenty-four Californians with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and

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

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

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

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

NOW, THEREFORE, BE IT KNOWN the Board of Supervisors Mariposa County, a political subdivision of the State of California hereby proclaims the month of May, 2023, to be **"MENTAL HEALTH AWARENESS MONTH"** and wishes to enhance public awareness of mental health and dispel the stigma surrounding it, and call upon the citizens, government agencies, public and private institutions, businesses and schools in Mariposa County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 2nd day of May 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: May is MH Awareness Month Proclamation (2023-52 : Proclaim May 2023 as Mental Health Awareness Month)

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

Population of Mariposa County

17,131

(80% adults & 20% children)

4% of Mariposa have experienced Serious Mental Illness

16% of Mariposa adults have experienced Mental Illness and 17% of children aged 6 to 17 have experienced a Mental Health Disorder.

In One Year, 4% of Adults and 7% of Children Received Services at Mariposa County Behavioral Health Recovery Services (MCBHRS)

As a Public Leader for Mariposa County please consider wearing lime green in May to support Mental Health Awareness Month

For those in crisis, please call 911/988 or our local 24/7 Crisis Line at: 1-800-549-6741 or 1-209-966-7000

Behavioral Health & Recovery Services (BHRS) Main Number: 1-209-966-2000

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-229

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve TRADE Sober Living Agreement with County of Mariposa

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RECOMMENDATION AND JUSTIFICATION:
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.

TRADE Sober Living (TRADE) 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 housing is secure, safe and alcohol and drug free.
- Peer Counseling
- Family Support
- Referrals to Community Partners
- Drug Court Support
- AA Meetings

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with TRADE for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County of Mariposa's ability to perform state required residential recovery services would be greatly hindered.

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

ATTACHMENTS:
TRADE Agreement 2023v3 - April 7 2023 (PDF)

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

REF ID# 14010

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and TRADE Sober Living ("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 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) 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 $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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

(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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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:
TRADE Sober Living
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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	Lisa Parker, Executive Director TRADE Sober Living
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Interim Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

Exhibit A
SCOPE OF WORK

TRADE Sober Living 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 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 and/or other recovery supports that promote a sober living and recovery environment
- 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
- 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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

- 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.

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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 (Al/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

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designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/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.

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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).
13. Contractor shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

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.
6. Contractor shall participate in the County Behavioral Health Director's Association of California. Contractor shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.

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

Attachment: TRADE Agreement 2023v3 - April 7 2023 (RES-2023-229 : Approve TRADE Sober Living Agreement with County of Mariposa)

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.

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Exhibit B
COST PROPOSAL

Compensation

TRADE Sober Living, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. A monthly fee of $2,250 (prorated at $75.00 per day) per person will be paid to the Program per bed.

The rates may fluctuate up to 10% based on state rate effective on the date of services.

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-230

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment to Sierra Quest Human Services Foundation Agreement for STRT Program

---

RECOMMENDATION AND JUSTIFICATION:
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.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services. Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

During the term of this agreement, the requirement for services has been greater than anticipated. HHSA requests approval of the requested amendment to ensure continuity of services for the remainder of the term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement for STRTP with Sierra Quest Human Services Foundation on September 20, 2022 through Resolution No. 2022 - 532.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment is not approved, we may not be able to meet our financial obligations with Sierra Quest Human Services Foundation and run the risk of youth clients not being served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

REF ID# 14005

ATTACHMENTS:
22-532 HHSA - Sierra Quest -EXECUTED (PDF)
First Amendment - SQHSF Agreement 2023 - April 17 2023 (PDF)

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

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-532

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Sierra Quest Human Services Foundation Agreement for Short Term Residential Therapeutic Program

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Sierra Quest Human Services Foundation in an amount not to exceed $300,000 to provide mental health services for Health and Human Services Agency (HHSA) clients; and authorize the Board of Supervisors Chair to sign the agreement.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement for STRTP with Sierra Quest Human Services Foundation on July 6, 2021 through Resolution No. 2021-391.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:
Sierra Quest Human Services Foundation 2023 Contract - Aug 31 2022v3 (PDF)

REF ID# 13328

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

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

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of Sept, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Quest Human Services Foundation ("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 covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in a Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, C, D, and E which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $300,000. Contractor's rates are listed in Exhibit B, "Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor withinthirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $3,000,000.

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

(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, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance 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

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

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

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

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 a its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Heal and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, a other authorized federal and state agencies. (42 C.F.R. §438.3(h)). Contractor shall, upon the request o 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. This audit right will exist for 10 years from the final date the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) If compensation to be paid by County under this Agreement exceeds Ten Thousa Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Audit as provided in Government Code section 8546.7, for a period of three (3) years after final payment unde 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:
Sierra Quest Human Services Foundation

COUNTY:
Lynn Rumfelt
County of Mariposa

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6986 Scott Road
Mariposa, CA 95338

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. NONDESCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicabl Contractor's performance under this Agreement, including, but not limited to, lawsrelated to prevailing wages. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulation part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, relig marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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.

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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

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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.

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

7D9256BB56B
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7D9256BB57F
ZorroSign

Scott Seymour, Executive Director

COUNTERSIGNED:
(Government Code §25103)

7D9256BB575
DanielleyBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7D9256BB561
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Sierra Quest Human Services Foundation 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.

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
    a. Mental Health Services
        i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

        ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

        iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

        iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

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v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
    1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
    2. Counseling of the individual and/or significant support persons when the individual is present.
    3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
    4. Medication education.
    5. May be face to face or by telephone with individual or significant support persons.

vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.

vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

b. Targeted Case Management
    i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

    ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

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requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

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requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

i. Evaluation of the need for medication
ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.

3. Contractor shall provide services in accordance with MCBHRS Documentation Manual. Any chart fou to be out of compliance with the Documentation Manual is subject to corrective action and recoupmer

4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.

5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

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7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.
8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.

9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.

10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.

11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.

12. Contractor shall provide results of internal surveys on the year-end report.

13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.

15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.

18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.

19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

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20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

25. Participate in monthly contract provider check ins with the County.

B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
    a. Within six (6) months (25%)

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b. Not within six (6) months (25%)

6. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi-Cal Managed Care Plan.

2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

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D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

3. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise

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negotiated with County.

3. Payment by County to Contractor shall be payment in full for services provided and documented fully.

4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed $100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:

8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

10. Contractor shall submit invoices and expenditure reports electronically to lrumfelt@mariposacounty.org, or by mail to the following address:
    a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
       5362 Lemee Lane
       Mariposa, CA 95338
       Attention: Lynn Rumfelt

11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.

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12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.

13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, by September 30th following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.

14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).
15. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

F. CREDENTIALING AND RE-CREDENTIALING

Contractor must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waivered, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi-Cal covered services.

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1. Credentialing:
    a. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
        i. The appropriate license and/or board certification or registration, as required for the particular provider type;
        ii. Evidence of graduation or completion of any required education, as required for the particular provider type;
        iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
        iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
    b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
        i. Work history;
        ii. Hospital and clinic privileges in good standing;
        iii. History of any suspension or curtailment of hospital and clinic privileges;
        iv. Current Drug Enforcement Administration identification number;
        v. National Provider Identifier number;
        vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
        vii. History of liability claims against the provider;
        viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
        ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and
        x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.
2. Attestation
    a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
        i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
        ii. A history of loss of license or felony conviction;

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iii. A history of loss or limitation of privileges or disciplinary activity;
iv. A lack of present illegal drug use; and
v. The application's accuracy and completeness.

3. Re-credentialing
   a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.
4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.

2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

2. County will maintain the current Cultural Competence Plan Requirement (CCPR) and its updates on the County website. Contractor shall review and attend trainings as outlined.

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3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.

4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual

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Occurrence reporting policy.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall maintain a similar compliance plan for its organization, which is consistent with County's Plan.

2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
    a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
    b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly

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reporting as part of the Monitoring process referenced below.

Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

c. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.
   i. OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov/
   ii. A link to the S&I list is currently found at the following web address: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp Near the bottom of the page click, on the "Suspended & Ineligible Provider List."
   iii. A link to the EPLS/SAM list is currently found at the following web address: https://www.sam.gov/portal/SAM/#1

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing serviceson behalf of Contractor the polici and procedures related to the Federal and State False Claims Act.

K. REPORTING

1. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.

3. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

4. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding

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breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumfelt@mariposacounty.org

6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

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5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

N. WORKPLACE REQUIREMENTS

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1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
    a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
    b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

1. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:
    a. Receive information in accordance with 42 C.F.R. § 438.10.
    b. Be treated with respect and with due consideration for his or her dignity and privacy.
    c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

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d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
   a. Description of grievance and appeal process;
   b. Posting notices explaining the process procedures;
   c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
   d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

1. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

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2. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered

3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.

2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

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a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.

5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

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S. FINANCIAL RELATIONSHIPS

1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.

2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.

3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.

4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

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2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

4. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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1. Contractor and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. The County is authorized to terminate a contract, without penalty, if the contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award and/or sub awards under the award.

V. ELECTRONIC HEALTH RECORD REQUIREMENTS

1. Contractor shall utilize the county approved EHR.
2. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently $3,211.00 per license.
3. Contractor shall ensure that staff are assigned an individual license per user.
4. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOSVersion 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

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Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency **(HHSA**) monthly based on hourly totals. Services will be provided at a rate of $148.80 per hour. HHSA will reimburse at a rate of $275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed $300,000.

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Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health
Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as
"HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use
or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

5. Miscellaneous Provisions.

A. *Disclaimer*. County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or
other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.

G. *No Waiver of Obligations*. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

Exhibit D
STATEMENT OF COMPLIANCE

A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to 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 (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.

5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin,sex, age, or physical or mental handicap in accordance with Title VI of the Civil RightsAct of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at adifferent time, from that provided to other participants under this contract; subjecting aparticipant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage orprivilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment oftimes or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors willtake action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by theState through the State Department of Health Care Services' Action Complaint Process.

3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.

C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. The County and all subcontractors assure all recipients of service are provided informationin accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1,and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries was conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

_____ _____
Name Date

_____
Title

_____
Agency

Attachment: 22-532 HHSA - Sierra Quest -EXECUTED (RES-2023-230 : First Amendment to Sierra Quest Human Services Foundation

Attachment: First Amendment - SQHSF Agreement 2023 - April 17 2023 (RES-2023-230 : First Amendment to Sierra Quest Human Services

FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM, 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 Sierra Quest Human Services Foundation, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 20, 2022, wherein Contractor agreed to provide Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in a Short Term Residential Therapeutic Program (STRTP); 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 $30,000 will be added to the original amount of $300,000, making the total compensation paid to Contractor the not to exceed amount of $330,000.

Except as herein amended, the Agreement dated September 20, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Scott Seymour, Executive Director Sierra Quest Human Services Foundation
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/17/2023

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim the Month of May, 2023 as "Older Americans Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of May, 2023 as "Older Americans Month" and Recognize the Significance of This Year's Theme, "Aging Unbound."

The 2023 theme gives us an opportunity to explore diverse aging experiences and discuss how communities can combat stereotypes. More than ever before, older Americans are working longer, trying new things, and engaging in their communities. They are taking charge, striving for health & wellness, focusing on independence, and advocating for themselves and for others--highlighting our Community of Strength! This also gives us an opportunity to shine a light on many important issues facing older Americans. By working together as a community, we can promote healthy aging and tackle important issues like elder abuse and the need for safe, income-friendly senior housing.

A proclamation by the County of Mariposa Board of Supervisors designating the month of May 2023 as "Older Americans Month" acknowledges the many contributions, past and present, of older adults to our community.

"Older Americans Month" originated in May of 1963 as "Senior Citizens Month" with a presidential proclamation by President John F. Kennedy (JFK). In 1980, President Jimmy Carter changed the name to "Older Americans Month."
Historically, every president since JFK has issued a formal proclamation during or before the month of May, requesting that our entire nation pay tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation through ceremonies, events, fairs, and other such activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically approved and presented a Proclamation as requested by Mariposa Health & Human Services, Adult & Aging Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss a valuable opportunity to endorse and advocate older adults' independence, health, and safety, and the many contributions of our community's senior population.

Agenda Item - No Resolution Requested 2023-53

ATTACHMENTS:
Older Americans Month 2023 - Proclamation (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

Month of May 2023

as

"Older Americans Month"

A proclamation paying tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation.

The Board of Supervisors is celebrating the strength of older adults and the Aging Network, with special emphasis on the power of connection and engagement in building strong communities.

In Recognition of this Year's Theme:

"Aging Unbound"

Dated: May 2, 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

Attachment: Older Americans Month 2023 - Proclamation (2023-53 : Proclaim the Month of May, 2023 as "Older Americans Month")

MARIPOSA COUNTY

HHS/Fiscal · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-231

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Budget Action for New LIHEAP 23B-5021 Funding FY2023

RECOMMENDATION AND JUSTIFICATION:

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).

The Board approved the 23B-5021 LIHEAP agreement with CSD on February 7, 2023 by Resolution 2023-69. No budget action was submitted at that time because there was sufficient budget estimated for revenue and expenditures through FY2023; however, the Energy Assistance team is now able to serve additional customers with the 23B-5021 funding. This budget action is required to increase appropriations and revenue in order to serve more clients through June 30, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the 23B-5021 LIHEAP agreement with CSD on February 7, 2023 by Resolution 2023-69.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, HHSA will be unable to expend the additional funding available to assist more Mariposa County residents through June 30, 2023.

FINANCIAL IMPACT:
This Budget Action recognizes an increase in revenue within the Energy Assistance Fund 3334-402 FY22-23 Budget and increases associated appropriations. There is no impact to the County General Fund.

ATTACHMENTS:
Budget Action for new LIHEAP 23B-5021 funding for FY2023 (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3334	402	46042	LIHEAP WX/Energy Revenue	(254,601)	
3334	402	51111	Regular salaries and wages	67,343	
3334	402	52301	Social Security	3,726	
3334	402	52302	Medicare	875	
3334	402	52201	Medical/Dental/Vision	18,405	
3334	402	52101	Retirement - Employer	7,374	
3334	402	52205	Life Insurance	36	
3334	402	52303	SDI	743	
3334	402	52206	Cash - Cafeteria Plan	31	
3334	402	60431	Software	1,000	
3334	402	60501	Client - Assistance Payments	155,068	
	Budget Action for new LIHEAP 23B-5021 funding FY2023, approved 2/7/23 Res. 2023-69				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

DEPT HEAD SIGNATURE DATE: 4/13/23

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action for new LIHEAP 23B-5021 funding for FY2023 (RES-2023-231 : Budget Action for New LIHEAP 23B-5021 Funding

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim May as "Nurses Month" and May 6-12, 2023 as "Nurses Week"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of May 2023 as "Nurses Month" and May 6th - 12th as "Nurses Week".

Nurses Week begins each year on May 6th and ends on May 12th, Florence Nightingale's birthday. These permanent dates enhance planning and position "Nurses Week" as an established recognition event.

As we recognize Nurses in our community, a special recognition for Public Health Nurses who have been at the forefront through the Pandemic and continue to be the lead for our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to recognize nurses and the hard work they do for our community.

ATTACHMENTS:
Nurses Month and Nurses Week(DOCX)

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

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF MAY AND MAY 6TH THROUGH MAY 12TH, 2023

as

"Nurses Month and Nurses Week"

WHEREAS all nurses in Mariposa County need to be recognized, celebrated, and thanked for the care they provide; and

WHEREAS Nurses Week is supported by the American Nurses Association (ANA) and provides an opportunity to give recognition to nurses and educate the public about the impact nurses have on health and the prevention of disease; and

WHEREAS nurses are the frontline of care for the community of Mariposa County; and

WHEREAS John C. Fremont Healthcare District and Mariposa County Health and Human Services Agency have collaborated to raise the profile of nurses and to support the indispensable work of these professionals; and

WHEREAS, in addition to diagnosing and treating acute and chronic conditions, nurses focus on health promotion, disease prevention, health education, counseling, and guiding patients to make smarter health and lifestyle choices; and

WHEREAS professional nursing has been demonstrated to be a crucial component of safe and high-quality care; and

WHEREAS nurses are consistently ranked as the most ethical and trusted profession; and

WHEREAS there are more than 180 licensed nurses in Mariposa County which includes Registered Nurses (RN), Licensed Vocational Nurses (LVN), Nurse Practitioners (NPs) and nurse midwives providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS nurses are highly skilled professionals with advanced education and clinical training which builds upon their initial register nurse preparation.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims May 2023 as **"Nurses Month,"** and May 6-12, 2023, as **"Nurses Week"** to emphasize the importance of nurses in the Mariposa County Community.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 2nd day of May 2023, by unanimous vote:

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: Nurses Month and Nurses Week (2023-54 : Proclaim May as "Nurses Month" and May 6-12, 2023 as "Nurses Week")

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-232

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Appointment (Catheys Valley)

RECOMMENDATION AND JUSTIFICATION:
Appoint Richard Westfall to the Catheys Valley Community Planning Advisory Committee for a Term to Expire February 28, 2025 (Supervisor Toso)

Richard Westfall has expressed interest in serving on this committee.

It is customary that recommendations for community planning advisory committee appointments are made by the District Supervisor.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

With this action the committee will have two vacancies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board regularly appoints community members to committees, commissions, and boards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not filling vacancies may result in a lack of quorum for this committee.

ATTACHMENTS:
230323 WESTFALL REDACT APP (PDF)
230502 Vacancies (2) (DOCX)

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

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: CATHEYS VALLEY COMMUNITY PLANNING ADVISORY COMM.

Supervisorial District in which you Reside: 3

Length of Residency in the County: 42+ 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: RICHARD

Last Name: WESTFALL

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: YES

Employment Status: RETIRED

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

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

I WOULD LIKE TO HELP WITH CONTINUED PRESERVATION & CONTROLLED GROWTH OF CATHEYS VALLEY

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

PRIOR – HISTORIC SITES COMMITTEE
APPLYING FOR – MARIPOSA TOWN CEMETERY AD HOC COMMITTEE

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230323 WESTFALL REDACT APP (RES-2023-232 : PAC Appointment (Catheys Valley))

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

- 7TH GENERATION CATHEYS VALLEY RESIDENT,
  GGG GRANDFATHER WITH ANDREW CATHEY,
- INVOLVED IN SEVERAL CIVIC/COMMUNITY GROUPS
- PRESIDENT OF CATHEYS VALLEY HISTORICAL SOCIETY
- ~~NO~~ CATHEYS VALLEY HOME 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:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
NO	OPEN	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: 3/23/2023 Signature: Amy Westfall

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230323 WESTFALL REDACT APP (RES-2023-232 : PAC Appointment (Catheys Valley))

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 VACANCIES ON THE

CATHEYS VALLEY COMMUNITY PLANNING ADVISORY COMMITTEE

Two (2) vacancies currently exist on the Catheys Valley Community Planning Advisory Committee. The purpose of the committee is to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Vacancies are for two-year terms and expire on the last day of February. Members must be employed, reside, or own property within the geographic boundaries of the Catheys Valley Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department, Clerk of the Board's Office or can be found on-line at:

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:

Catheys Valley Post Office
Mariposa County Planning
Mariposa County Library
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 5/2/23 Deadline for Submission: Until Filled

Attachment: 230502 Vacancies (2) (RES-2023-232 : PAC Appointment (Catheys Valley))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:
Recognize the Service of Don Fox, Dave Lawson 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.

Lawson and Fox have not responded to requests for re-appointment and their terms expired September 12, 2022.

Schmidt has responded that she is no longer able to continue to serve.

Smith has expressed interest in continuing to serve.

While this committee has not been active since 2020, the Planning Department will be convening meetings in 2023 to start work on the 2024-2029 Housing Element and wishes utilize the committee to discuss other housing related issues such as the short term rental study and development code update.

With this action there will be 7 vacancies (2 in Category A, 2 in Category B, 2 in Category C and 1 in Category D) which will be advertised accordingly.

Vacancies, terms and expirations will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Fox, Lawson, Schmidt and Smith were all appointed September 12, 2017

It is customary for the Board to acknowledge service and to re-appoint members who are willing to serve.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not Re-Appointing Members may cause the Committee to have a lack of quorum and prevent them from meeting.

.

Agenda Item - No Resolution Requested 2023-55

ATTACHMENTS:
230111 Smith Redact App (PDF)
230324 Schmidt Resignation Letter (PDF)
230502 Vacancy notice 7 (DOCX)

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

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:
Housing Programs Advisory Committee (HPAC)

Supervisorial District in which you Reside: 4

Length of Residency in the County: 24

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: Karen

Last Name: Smith

Mailing Address:

Email Address:

Are you Over 18 Years of Age: yes

Employment Status: retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
As a retired real estate agent in Mariposa County, I have a working knowledge of the challenges in the housing market. Mariposa County needs more housing and has for the past 15 years. We need workforce housing, not more government subsidized house. The increase in vacational rentals and lack of new housing starts because of building costs, has impacted all types of housing and we need to figure out a way to extend MPUD services and look at zoning and parcel sizes. The proposed moritorium on vacation rentals will not eliminate the housing shortage.

Please list prior/current appointments to other Boards/Commissions/Committees:
CCAC Code Compliance
Housing Programs Advisory Committee (HPAC)
Mariposa County Transportation Study
Mariposa County EDC
Alliance ACT
Mariposa Board of Realtors

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230111 Smith Redact App (2023-55 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory

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

I have 20 years experience as a realtor in Mariposa County. I am a past member of the Housing Programs Advisory Committee (HPAC).
I am familiar with county regulations, land use, zoning and planning. I understand the shortage of housing in Mariposa County and would like to help solve the problem. The committee priously only addresses housing within the Mariposa TPA. I understand the new committee will look for solutions in and outside the town TPA.

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

If Yes, please explain:

No.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
no	days	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: Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230111 Smith Redact App (2023-55 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

March 24, 2023

Mariposa County Housing California Department of Aging
ATTN: Sophea Craighead
PO Box 2039
Mariposa, CA 95338

Hello Sophea,

Thank you for allowing me to serve on the Housing Policy Advisory Committee for Mariposa County. At this time, I resign my position on the Board. Hopefully you will be able to fill the position with someone that can represent the older adult population in Mariposa County.

Sincerely,

Doreen Schmidt

Doreen Schmidt
Planner

Attachment: 230324 Schmidt Resignation Letter (2023-55 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory

Mariposa County

Planning Department

STEVE ENGFER
Interim Planning Director

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

Attachment: 230502 Vacancy notice 7 (2023-55 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory

NOTICE OF 7 (SEVEN) VACANCIES ON THE HOUSING PROGRAMS ADVISORY COMMITTEE

Vacancies currently exist in each of the following categories on the Housing Programs Advisory Committee:

Category "A" members with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled and homeless. 2 (two) vacancies.

Category "B" members are those with direct knowledge of workforce housing issues and concerns. 2 (two) vacancies.

Category "C" members with direct knowledge of real estate and housing. 2 (two) vacancies.

Category "D" members representing the Mariposa County Economic Development Corporation. 1 (one) vacancy.

Terms are for three years.

We will be resuming meetings of the committee for 2023 to discuss the short-term rental study, code updates and to begin the work on the 2023-2029 Housing Element Update.

Additionally the purpose of this committee is to:

- Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the Mariposa County Housing Element Program;
- Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers;
- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs;
- Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs;
- Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation;
- Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and

- Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs.

Persons interested in serving on the Housing Programs Advisory Committee (HPAC) must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

Posted: May 2, 2023

Leave Posted until positions filled

Posting Locations:

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

Attachment: 230502 Vacancy notice 7 (2023-55 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-233

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Emergency Repair Work February-March 2023 Storms

RECOMMENDATION AND JUSTIFICATION:
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.

A series of storm events beginning February through March caused serious damage at 23 locations throughout the County. The County's road network has little redundancy and few alternative routes available to its residents. Road closures mean residents cannot pick up their groceries and medications or receive fuel deliveries. The following 23 projects were deemed emergencies and did not permit a delay in gathering solicitations:

Contractor	Location	Not-to-Exceed Contract Amount
1. American Paving	W. Whitlock Rd	$250,000
2. ASI	Chowchilla Mtn. Rd	$100,000
3. George Reed	Snow Removal	$100,000
4. George Reed	Holtzel Rd	$100,000
5. George Reed	Oak Rd Bridge & Upper Oak Rd	$100,000
6. George Reed	Foresta Rd	$100,000
7. Lynch	Best Rd	$150,000
8. Mountain Dirt	Ashworth Rd	$100,000
9. Palmer Tractor	Jerseydale Rd	$200,000
10. Palmer Tractor	Allred Rd	$50,000
11. Palmer Tractor	Silva Rd	$50,000
12. Palmer Tractor	Mariposa Landfill	$200,000
13. Palmer Tractor	La Paloma Rd	$200,000
14. Palmer Tractor	Martin Rd	$100,000
15. Palmer Tractor	Preston Rd	$100,000
16. SCCI	Harris Rd/Chowchilla Mtn. Rd	$100,000
17. SCCI	Trower Rd	$100,000

REF ID# 13986

18. SCCI	Hornitos Rd	$100,000
19. SCCI	Stumpfield Mtn. Rd	$100,000
20. Williams Excavation	Triangle Rd	$50,000
21. Williams Excavation	W. Whitlock @ Mosher	$50,000
22. Williams Excavation	Aurora Rd	$100,000
23. Williams Excavation	Old Highway	$100,000
		$2,600,000

The County pays emergency work using a time and materials methodology with a fixed profit. Staff attempts to distribute the work in an equitable manner based on resources and time.

These projects are statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. CalOES and FEMA regard this work as Emergency Opening. Staff is working closely with the State and Feds and will return later with permanent repairs and mitigation for future events over the next two years.

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 at these 23 locations.

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

FINANCIAL IMPACT:
These repairs are a part of Federally declared Atmospheric River Event. The 25% local match will be a combination of State and local funds.

ATTACHMENTS:
2023 Storm - W. Whitlock - American Paving (PDF)
2023 Storm - Martin Road - Palmer Tractor (PDF)
2023 Storm - Preston Road repair - Palmer Tractor (PDF)

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

West Whitlock Road Emergency Repair

DATE: 4-20-23

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: American Paving CO. P.O. Box 27587 Fresno, CA 93729

LICENSE NO: 181430

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 $250,000, 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 $250,000. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

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

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

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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: American Paving Co.

By: _____
Stephen J. Poindexter, President
American Paving Co.

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

Appendix A to Construction Services Agreement

SCOPE OF WORK

The scope of work to be done is adjacent to and across from 5938 W. Whitlock Road and consists, in general:

Reestablish both sides of the roadway drainage ditches, and with backfill and rip-rap stabilize the roadway embankment and recreate the dirt berm, reset and clear a 24-inch culvert, reinstall a down drain, and cold patch the roadway surface.

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 utilized 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)

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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.

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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

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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

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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.

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(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

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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)

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Appendix C to Construction Services Agreement

INSURANCE

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

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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*)

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Appendix F to Construction Services Agreement

Federal Conditions

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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.

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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.

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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.

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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.

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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

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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.

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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. _____

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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*]

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FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

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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.

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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.

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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.

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(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;

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(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.

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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.

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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

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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.

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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.

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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.

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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

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	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,

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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

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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.)

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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);

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

D.26.a

- 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).

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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

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D.26.a

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.

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Appendix G to Construction Services Agreement

Federal Wadge Rates

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

"General Decision Number: CA20230018 03/10/2023

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

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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

ASBE0016-004 01/01/2021

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

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

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

ASBE0016-008 08/01/2022

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

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 81.16	23.57
Area 2	$ 62.51	23.57

BOIL0549-001 01/01/2021

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

AREA 2: REMAINING COUNTIES

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

	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

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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

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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 &		

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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

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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

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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

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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

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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

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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.

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* 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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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.

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

	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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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,

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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

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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

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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

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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

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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,

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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

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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

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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:

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-002 06/27/2022

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

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

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 27.05	13.50
LABORER (Lead Removal)		
Area A	$ 35.37	26.95
Area B	$ 34.37	26.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

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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

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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;

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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		

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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

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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

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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

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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.

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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'

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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 $

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

.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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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

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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

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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

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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,

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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

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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

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:)		

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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

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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.

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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.

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* 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.

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 07/01/2022

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

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* 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

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* 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 01/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 49.99	26.33

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 40.00	26.76

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 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 31.36	20.33
Drywall Finisher/Taper	$ 40.10	25.00

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 08/01/2022

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 37.12	22.10

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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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* 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		

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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

* 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;

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

SFCA0669-011 01/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 42.30	27.25

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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

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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""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

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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"

Attachment: 2023 Storm - W. Whitlock - American Paving (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

LYLEDIR-01 NCASKEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME: Nicole Caskey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Nicole.Caskey@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Old Republic Insurance Company — 24147
INSURED American Paving Company P.O. Box 27587 Fresno, CA 93729	INSURER B : Allied World Assurance Company (U.S.) Inc — 19489
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: SIR: $10,000	X	X	MWZY31334222	5/31/2022	5/31/2023	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 $ 750,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	MWTB31334322	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		0308-3900	5/31/2022	5/31/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MWC31334122	5/31/2022	5/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Darrah Road Bridge Over W. Fork Chowchilla River Replacement Project
Federal Project No. BRLS 5940(004)
Project No. 1312-1318-1
Mariposa County Department of Public Works and each of its board members, officers, directors, representatives, agents, employees and volunteers are named as additional insured

Endorsements attached:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

Nicole Caskey

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: LYLEDIR-01 NCASKEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fresno CSG-Alliant Insurance Services, Inc.	American Paving Company P.O. Box 27587 Fresno, CA 93729
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
General Liability Additional Insured
General Liability Completed Operations
General Liability Primary & Non-Contributory
General Liability Waiver of Subrogation
Auto Additional Insured
Auto Primary & Non-Contributory
Auto Waiver of Subrogation
Workers Compensation Waiver of Subrogation
Umbrella Additional Insured
Umbrella Primary & Non-Contributory
Cancellation

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POLICY NUMBER: MWZY31334222

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Martin Road Emergency Repair

DATE: 4/20/23

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Palmer Tractor, Inc., PO Box 31, Catheys Valley CA 95306

LICENSE NO: 1084817

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)**: X shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

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

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

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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: Palmer Tractor, Inc.

By: James Palmer
James Palmer

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

Appendix A to Construction Services Agreement

SCOPE OF WORK

The scope of work to be done is at Martin Road just off Highway 140 and consists, in general:

Emergency repairs due heavy storms saturating the dirt road causing deep rutting and making it impassable culvert needs clearing, remove approximately 14 by 60 foot at a 30-inch depth of exiting material replace with 2 1/2-inch minus rock cap with recycle aggregate base and grindings.

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 utilized 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)

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Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

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

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

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

ARTICLE 2 LEGAL AND MISCELLANEOUS

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

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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

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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.

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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

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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

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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.

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(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

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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)

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Appendix C to Construction Services Agreement

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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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***)

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Appendix F to Construction Services Agreement

Federal Conditions

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D.26.b

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.

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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.

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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.

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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.

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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

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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.

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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. _____

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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*]

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D.26.b

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

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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.

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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.

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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.

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(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;

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(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.

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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.

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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

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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.

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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.

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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.

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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

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	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,

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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

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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.)

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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);

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- 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).

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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

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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.

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Appendix G to Construction Services Agreement

Federal Wadge Rates

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"General Decision Number: CA20230018 03/31/2023

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

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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

* 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

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* 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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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,		

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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		

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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

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	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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

(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

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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

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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.

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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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

(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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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-

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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,

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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* 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.

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

(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

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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

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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

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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;

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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

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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.

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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

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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.

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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.

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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

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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,

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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;

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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

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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

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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

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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,

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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

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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;

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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

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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:

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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

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

	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,		

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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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

SFCA0669-011 01/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

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SPRINKLER FITTER.....$ 42.30 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

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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

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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

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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

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* 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"

Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2023

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
INSURED PALME-3 Palmer Tractor Inc. Palmer Tractor P.O. Box 31 Catheys Valley CA 95306	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Financial Pacific Ins. Co — 31453 **INSURER B :** State Comp Insurance Fund — 35076 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 401735830 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		60426122	4/22/2023	4/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			60426122	4/22/2023	4/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		931878922	6/1/2022	6/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented Equip. Prop in Custody Of			60426122	4/22/2023	4/22/2024	$250,000/Limit $200,000/Limit	$500/ded. $600,000/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County is included as additional insured per written contract in respects to general liability.

CERTIFICATE HOLDER

Mariposa County
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

Susan Cozzitorto-Ormonde

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Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

POLICY NUMBER: 60426122 CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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Attachment: 2023 Storm - Martin Road - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Preston Road Emergency Repair

DATE: 4/20/23

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Palmer Tractor, Inc., PO Box 31, Catheys Valley CA 95306

LICENSE NO: 1084817

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)**: X shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

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

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

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

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

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

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

5. TERMS AND CONDITIONS.

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

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

B. Appendix B – General Conditions

C. Appendix C – Insurance

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

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

F. Federal Conditions

G. Federal Wage Rates

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

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

County of Mariposa, Public Works 4639 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: Palmer Tractor, Inc.

By: _____
James Palmer

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

Appendix A to Construction Services Agreement

SCOPE OF WORK

The scope of work to be done is at Preston Road in the vicinity of PM 13.25 and consists, in general:

Emergency repairs due heavy storms saturating the dirt road causing deep rutting and making it impassable culvert needs clearing, remove approximately 16 by 80 foot at a 30-inch depth of exiting material replace with 2 1/2-inch minus rock cap with recycle aggregate base and grindings.

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 utilized 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)

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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.

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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

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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.

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(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

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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)

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Appendix C to Construction Services Agreement

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(***End of Appendix C***)

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Appendix F to Construction Services Agreement

Federal Conditions

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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.

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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.

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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.

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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.

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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

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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.

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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. _____

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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*]

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FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

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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.

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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.

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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.

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(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;

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(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.

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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.

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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

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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.

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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.

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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.

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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

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	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,

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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

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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.)

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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);

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

- 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).

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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

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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.

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Appendix G to Construction Services Agreement

Federal Wadge Rates

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

"General Decision Number: CA20230018 03/31/2023

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

* 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

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* 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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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,		

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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		

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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

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	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

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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

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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

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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

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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

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(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

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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

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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.

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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

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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

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(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

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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-

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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

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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,

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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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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:

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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* 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.

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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(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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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;

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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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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.

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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

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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.

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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.

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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

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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

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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

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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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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

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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,

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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;

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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

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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

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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

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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,

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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

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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;

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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

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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

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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

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

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

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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:

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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

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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

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	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,		

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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

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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

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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

SFCA0669-011 01/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

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SPRINKLER FITTER.....$ 42.30 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

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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

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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

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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

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* 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"

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2023

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 : Financial Pacific Ins. Co	31453
INSURER B : State Comp Insurance Fund	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PALME-3
Palmer Tractor Inc.
Palmer Tractor
P.O. Box 31
Catheys Valley CA 95306

COVERAGES **CERTIFICATE NUMBER:** 401735830 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		60426122	4/22/2023	4/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			60426122	4/22/2023	4/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		931878922	6/1/2022	6/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented Equip. Prop in Custody Of			60426122	4/22/2023	4/22/2024	$250,000/Limit $200,000/Limit	$500/ded. $600,000/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County is included as additional insured per written contract in respects to general liability.

CERTIFICATE HOLDER
Mariposa County
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
Susan Cozzitorto-Ormonde

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

POLICY NUMBER: 60426122 CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Attachment: 2023 Storm - Preston Road repair - Palmer Tractor (RES-2023-233 : Approve Emergency Repair Work February-March 2023 Storms)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-234

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorize Resubmission of California Office of Emergency Services Form 130

RECOMMENDATION AND JUSTIFICATION:
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.

This form allows for a universal resolution designating specific County staff to file for emergency financial assistance and is effective for all open and future disasters up to 3 years following the date of this approval. This is required by CalOES for any grant funding for financial assistance after a disaster; obtaining Federal financial assistance under Public Law 93-288 as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.
This form contains authorized agents of the County as directed by CalOES representatives.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 21st, 2020, the Board approved a resubmission of form 130 with Resolution 2020-200 which expired on April 21st, 2023.

Mariposa County seeks financial recovery funds when a declared or significant disaster impacts communities or the County as a whole. The two most common forms of public assistance are Fire Management Assistance Grant (FMAG) and the California Disaster Assistance Act Fund (CDAA.) Both of these public assistance programs require the governing body of the County from which the request originates to have a current CalOES 130 form on file.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Forego an opportunity to recover from financial impacts created by declared or significant disasters.

ATTACHMENTS:
MT 14034 - Cal-OES-130-Fillable-Rev-3.9.22 (COB signature only) (PDF)

REF ID# 14034

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

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Supervisors (Governing Body) OF THE County of Mariposa (Name of Applicant)

THAT The County Administrative Officer (Title of Authorized Agent), OR

The Sheriff (Title of Authorized Agent), OR

The Public Works Director (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the County of Mariposa (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the County of Mariposa (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Attachment: MT 14034 - Cal-OES-130-Fillable-Rev-3.9.22 (COB signature only) (RES-2023-234 : Authorize Resubmission of California Office of

DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 2nd day of May, 20 23

Miles Menetrey, Chairman of the Board
(Name and Title of Governing Body Representative)

Wayne Forsythe, Vice-Chairman of the Board
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Danielle Bondshu (Name), duly appointed and Clerk of the Board (Title) of County of Mariposa (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors (Governing Body) of the County of Mariposa (Name of Applicant) on the 2nd day of May, 20 23.

_____ Clerk of the Board
(Signature) (Title)

Attachment: MT 14034 - Cal-OES-130-Fillable-Rev-3.9.22 (COB signature only) (RES-2023-234 : Authorize Resubmission of California Office of

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Attachment: MT 14034 - Cal-OES-130-Fillable-Rev-3.9.22 (COB signature only) (RES-2023-234 : Authorize Resubmission of California Office of

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

Attachment: MT 14034 - Cal-OES-130-Fillable-Rev-3.9.22 (COB signature only) (RES-2023-234 : Authorize Resubmission of California Office of

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk · (209) 966-2007

RESOLUTION - ACTION REQUESTED 2023-235

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Courtney Morrow, Chief Deputy County Clerk - Elections

RE: Adopt Resolution Authorizing and Approving the Use of Easy Smart Pay

---

RECOMMENDATION AND JUSTIFICATION:
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.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
California Revenue and Taxation code authorizes counties to collect property taxes in two installments per year (R&T 2700-2708). Many property owners have the option to pay their property taxes in monthly installments through escrow services provided by banks owning mortgages; however, property owners who own their property outright lack a similar option. For some, biannual tax bills instead of monthly tax bills can be a financial hardship or considerable inconvenience. Some property tax owners within the County have voiced frustration to Tax Collection staff; however, the Tax Collector lacks the authority to provide monthly billing under current law.

Easy Smart Pay Inc. is a privately held corporation founded in partnership with the California State Association of Counties Financing Corporation (CSAC-FC) with the aim to fill service gaps between government agencies and the public regarding taxes. As to the situation described above, the Easy Smart Pay service allows individual property owners to voluntarily assign (and voluntarily un-assign) their property tax bills to Easy Smart Pay, which will in turn bill them for that amount, spread over monthly installments, for a fee.

There is no financial impact to the county. Taxpayers voluntarily enroll in Easy Smart Pay and when taxes are due, Easy Smart Pay will remit the total taxes due for enrolled property owners to the County, in the same manner used by other banks and financial institutions that interact with the County's property tax system.

The Treasurer-Tax Collector's office currently uses the Megabyte property tax collection software which allows for the Smart Easy Pay service implementation without further fees for technology upgrades or software integration. The current website would have a quick link to the program with little maintenance from the Treasurer-Tax Collector's office.

The Easy Smart Pay service offered is available to taxpayers throughout the State on

an individual basis. Because the service fulfills an expressed constituent need, the Treasurer-Tax Collector seeks Board authorization to promote Easy Smart Pay's service to County property owners where appropriate. This may involve, but not be limited to, a link on the County's website and the placement of an informational insert in the tax bill mailing should this resolution be approved. To implement this program in Mariposa County, it is recommended that the Board adopt a supporting resolution to this effect.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Taxpayers in Mariposa County will continue not to have the option to pay property taxes in monthly installments.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Board Resolution (DOCX)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2023-

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.

WHEREAS California Revenue and Taxation Code authorizes counties to collect property taxes in two installments per year (Revenue and Taxation Code 2700-2708); and

WHEREAS many property owners have the option to pay their property taxes in monthly installments through escrow accounts with banks owning mortgages on their property; and

WHEREAS other property owners who own their property outright do not have the option of monthly installment payments, and for some, the biannual tax bill creates financial hardship; and

WHEREAS, under current law, the Tax Collector lacks the authority to bill property owners in monthly installments; however, the Corporation Easy Smart Pay, Inc, provides the "Easy Smart Pay" service to taxpayers on a voluntary basis for a fee commensurate with the processing fee that the Tax Collector currently charges for credit and debit payments; and

WHEREAS Easy Smart Pay is a program overseen by the California State Association of Counties Financing Corporation; and

WHEREAS, because this service fulfills an expressed constituent need, the Tax Collector seeks Board authorization to promote the Easy Smart Pay service; and

WHEREAS such promotion would be on the County website or paper flyers or inserts at no cost to the County; and

WHEREAS such promotion would not result in a financial benefit to the County but would satisfy an expressed constituent need.

Attachment: Board Resolution (RES-2023-235 : Adopt Resolution Authorizing and Approving the Use of Easy Smart Pay)

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of County of Mariposa of State of California, hereby authorizes the Tax Collector to promote the Easy Smart Pay service to allow taxpayers the option of paying property tax bills monthly**.**

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 2nd day of May 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Board Resolution (RES-2023-235 : Adopt Resolution Authorizing and Approving the Use of Easy Smart Pay)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve MOU with UCCE with Regard to the Prescribed Burn Association Program

---

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 awarded 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, the liability for which will be 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.

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:
There is no financial impact as the funds for this program are already in the budget and have already been awarded to the UC Prescribed Burn Assistance Coordinator for the prescribed burn program in Mariposa County.

ATTACHMENTS:
Draft Agreement Mariposa1 (DOC)
MariposaSupport1980 (PDF)

REF ID# 13994

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/6/2023 9:00 AM

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

Attachment: Draft Agreement Mariposa1 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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.

Attachment: Draft Agreement Mariposa1 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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

By: _____

Kimberly Lamar, Associate Director
ANR Office of Contracts and Grants

Date:_____

COUNTY OF MARIPOSA

By: _____

Miles Menetrey
Board of Supervisors Chair

Date: _____

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Attachment: Draft Agreement Mariposa1 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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 budgete

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

funds to be used for the support and maintenance of Cooperative Extension. (Including necessary expenses incurred in attending meetings called by the Universit 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 salarie of a professional staff of farm advisors, home advisor 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.

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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

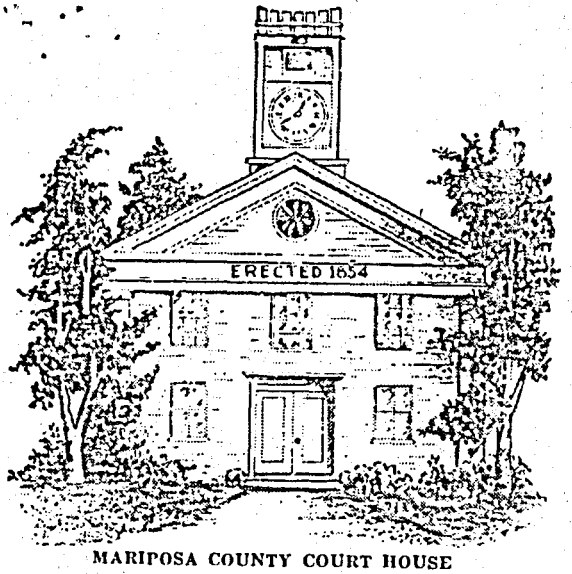
ATTEST:

_____
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

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)



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		

add to

Regents of Univeristy of California
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
Executiv

cc: John Anderson

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

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

Attachment: MariposaSupport1980 (13994 : Approve MOU with UCCE with Regard to the Prescribed Burn Association Program)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-236

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: National Center for Public Lands Counties Budget Action

RECOMMENDATION AND JUSTIFICATION:

Approve a Budget Action Reducing General Fund Contingency for the Requested Contribution to the National Center for Public Lands Counties ($24,689).

Consistent with Board direction, staff paid a requested contribution of $24,688.73 for the National Center for Public Lands Counties to the California State Association of Counties (CSAC) on April 4, 2023. This item adjusts the budget to reflect this payment and ensure sufficient funds are allocated to the appropriate budget lines.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The National Association of Counties (NACo) and California State Association of Counties (CSAC) have proposed to establish the National Center for Public Lands Counties to conduct research, provide public education, and pursue resources and attention for counties with a large quantity of public land. In February 2023, NACo and CSAC requested a financial contribution of $24,688.73 to build an endowment fund that could be used to operate the Center indefinitely.

On March 21, 2023, the Board discussed the establishment of the National Center for Public Lands Counties and the requested contribution. The Board asked staff to clarify the appropriate source of funds for a contribution and report back on April 4.

On April 4, 2023, staff clarified the funding source question and the Board directed staff to proceed with the requested contribution using General Fund Contingency dollars. The invoice for the contribution was processed the same day and paid within 48 hours thereafter.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve or alter the budget action prior to approval. The budget line used to pay the invoice may exceed allocated limits.

FINANCIAL IMPACT:

This action will reduce the General Fund Contingency by $24,689.

ATTACHMENTS:
NCPLC Budget Action (PDF)

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	60507	Client - Community Partners Contributions		24,689	
1001	0100	92001	Contingency Designation			24,689
				TOTALS	24,689	24,689

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

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

Attachment: NCPLC Budget Action (RES-2023-236 : National Center for Public Lands Counties Budget Action)

MARIPOSA COUNTY

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

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation

Handouts from the Departmental Presentation Portion of the May 2nd, 2023, Meeting:

Flyers received from Shannon Hansen/Public Works Director.

ATTACHMENTS:
Coulterville Greeley Hill Spring Cleaning - PW handout (PDF)
Free District 10 Dump Day (PDF)

RESULT: INFORMATION RECEIVED

Coulterville/Greeley Hill Spring Cleaning Disposal Days

FREE

MARIPOSA COUNTY 18 50 MOTHER OF COUNTIES

Up to four (4) cubic yards of household trash (about 24 thirty-three (33) gallon bags) per vehicle will be accepted FREE OF CHARGE.

Household trash includes:

- Food waste
- Plastic packaging materials
- Rags
- Soiled paper towels
- Soiled food wrapping
- Soiled paper plates and drinkware
- Contaminated cardboard
- Diapers
- Cat litter
- Ceramic and glass from dishes, mirrors, and windows
- Styrofoam
- Small pieces of wood
- Yard trimmings, leaves, and pine needles

Bulky items, appliances, tires, e-waste, and brush will be charged at the normal fee.

COULTERVILLE TRANSFER STATION

Mary Harrison Mine Road off Hwy 49N
(about 1 mile south of Coulterville

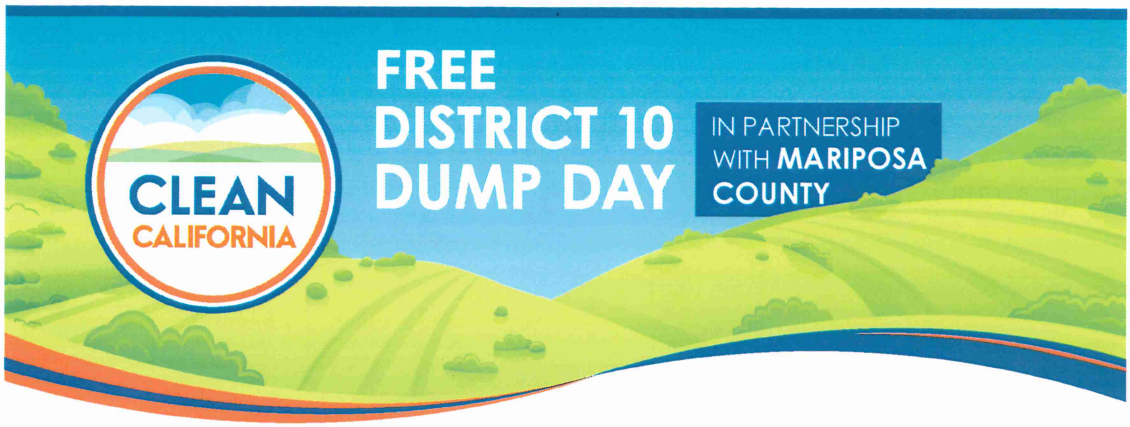
8:00 AM - 4:00 PM

FRIDAY MAY 12 & SATURDAY MAY 13

PROOF OF RESIDENCY IN THE COULTERVILLE/GREELEY HILL AREA IS REQUIRED TO QUALIFY FOR FREE DISPOSAL

Attachment: Coulterville Greeley Hill Spring Cleaning - PW handout (14120 : Handouts from Departmental Presentation)

Attachment: Coulterville Greeley Hill Spring Cleaning - PW handout (14120 : Handouts from Departmental Presentation)



Saturday, May 20, 2023

9:00 AM - 1:00 PM

Don Pedro Transfer Station
9729 Merced Falls Road, La Grange, CA 95329

This household waste collection event will be held at the **Don Pedro Transfer Station, 9729 Merced Falls Road, La Grange,** as part of the Clean California program, encouraging responsible trash-handling practices and disposing of waste materials safely and properly.

Dump Day collection items to be accepted:

- Appliances (Limit 2)
- Bulky Items – old furniture, chairs, tables, etc. (Limit 4)
- Mattresses (Limit 4)
- Car and pickup tires (Limit 4, No large truck tires) (with or without rims acceptable)
- Household trash (make sure loose items are properly bagged) up to two cubic yards of trash (approx. the equivalent of a small trailer or pickup load)

Items NOT accepted at this event:

- Hazardous waste (such as paints, oils, treated lumber and other chemicals)
- E-waste (computers, televisions, monitors, video games, microwave ovens, etc.)
- Green waste (leaves, prunings, grass, brush vegetation, etc.)
- Concrete and demolition materials

Caltrans reminds motorists to properly secure and tarp all cargo loads prior to driving. Transporting unsecured loads is unsafe, illegal, and pollutes California's roads and waterways. Loads that are not tied down/secured by tarps/nets or enclosed will not be accepted.

Tips for securing your load:

- Completely cover loads with tarps or cargo nets. Debris can escape from gaps.
- Remove loose material and trash before driving.
- Don't overload; keep materials level with your truck bed.
- Put light items lower, tie large items to the vehicle for traffic safety.

FREE

CALTRANS CLEAN CALIFORNIA DISTRICT 10 DUMP DAY

DON PEDRO TRANSFER STATION
SATURDAY, MAY 20, 2023
9:00 AM—1:00 PM

Sponsored by MARIPOSA COUNTY BOARD OF SUPERVISORS and "In Partnership with CALTRANS CLEAN CALIFORNIA program"

Attachment: Free District 10 Dump Day (14120 : Handouts from Departmental Presentation)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-237

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Annual Military Equipment Report-2023

RECOMMENDATION AND JUSTIFICATION:

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2023.

Pursuant to Mariposa County Ordinance 2022-ORD-1174 and Assembly Bill 481, the Mariposa County Sheriff's Office shall submit an annual military equipment report for review and approval.

AB481-7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The board approved this Ordinance 2022-ORD-1174 in 2022 while also approving the 2022 Military Equipment Use Report

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved the Sheriff's Office will be required to discontinue use of all equipment identified in the Military Equipment Use report creating severe public safety implications.

ATTACHMENTS:
Notice of Public Hearing Template - Military Use (002) (DOCX)
FINAL 2023 Mariposa-Military-Use Policy Equipment List (PDF)
2023 Military Equipment Usage (PDF)

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

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that on Tuesday, April 18th, 2023, at 9:00 a.m., or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Mariposa County Government Center, located at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider a *resolution* to *approve the 2023 Sheriff's Office Annual Military Equipment Use Report as required by Ordinance 1174.*

Interested persons may appear in person at that time and place to provide comments, or may listen and provide public comments by phone by calling: (224) 501-3412; Access Code 380-677-133.

Written comments may also be submitted on the matter, and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received before the posted hearing date.

A copy of the Annual Report is available for inspection at the Clerk of the Board's office at 5100 Bullion Street, PO Box 784, Mariposa, California 95338.

Attachment: Notice of Public Hearing Template - Military Use (002) (RES-2023-237 : Approve Annual Military Equipment Report-2023)

Exhibit A

Mariposa County Sheriff's Office
AB481 Military Equipment List

1. **Unmanned, remotely piloted, powered aerial or ground vehicles**

   a. Description, quantity, capabilities, and purchase cost of current UAS:

      i. DJI Phantom 4 Pro+ UAS, system cost $2,697.83 each, quantity: 1. weighing approximately 1388 grams and is capable of recording audio and video, with approximately 30 minutes of flight time.

      ii. DJI MAVIC PRO Platinum, system cost: $2,108, quantity: 1. UAS that weighs approximately 743 grams, approximately 30 minutes flight time and a single-color camera with recording capabilities.

      iii. DJI Air UAS, system cost $1,438 Quantity 2. Weighing approximately 430 grams is capable of recording video, with approximately 20 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

      iv. DJI Matrice 600 UAS, system cost $0.00 (Donated Value $9,705.00) quantity: 1, weighing approximately 9.6kg is capable of recording video, with approximately 16 – 40 minutes of flight time depending on battery/ payload configuration.

      v. DJI Matrice 30T UAS, system cost: $21,132.94 weighing approximately 3770 grams capable of recording video and is equipped with zoom, FPV, wide angle and thermal cameras with approximately 41 minutes of flight time.

   b. Purpose
   To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
      i. Major collision investigations.
      ii. Search for missing persons.
      iii. Natural disaster management.
      iv. Crime scene photography.
      v. Tactical or other public safety and life preservation missions.
      vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

   c. Authorized Use
   Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

   d. Expected Life Span

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

All UAS equipment estimated, 3-5 years. No indicated lifespan from manufacturer. Lifespan varie on operational wear and usage

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $0-$500.

f. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UA operation. Legal and Procedural Rules
Use is established under General Policy 606, FAA Regulation 14 CFR Part 107, and the Mariposa County Sheriff's Office UAS policy. It is the policy of the MSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots**: Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

a. Description, quantity, capabilities, and purchase cost
i. iRobot, Packbot 510 cost: $77,060, received via 10-33 Program, at no cost. Quantity:1. The iRobot Packbot 510 is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.

b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Tactical Commander and or Incident Commander.

d. Expected Life Span
All robots, 8-10 years.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $2,000.

f. Training
All robot operators must complete a basic operator class to operate the robot(s). All operators shall demonstrate familiarly and proficiency with safe operations of equipment.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

3. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers

a. Description, quantity, capabilities, and purchase cost
   i. MRAP, MAXXPRO, cost: $658,000, received via 10-33 Program, at no cost, quantity: 1. The MRAP, MAXXPRO, is an armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan
MRAP, MAXXPRO, lifespan is 25 years.

e. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

f. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

g. Description, quantity, capabilities, and purchase cost
   i. MAMBA, cost: $380,000, received via 10-33 Program, at no cost, quantity: 1. The MAMBA, is an armored vehicle that seats 6-8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

h. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

i. Authorized Use

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

j. Lifespan
MAMBA, lifespan is 25 years.

k. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

l. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

a. Description, quantity, capabilities, and purchase cost:

i. A 39' 2006 Keystone Raptor 3814SS Fifth Wheel Travel Trailer up-fitted to function as command center. Initial trailer cost: $ 59,563.25 with approximately $10,602.44 in up-fitting. Quantity: 1. The Command Trailer can also be utilized for critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

ii. A 26' 2006 Skyline Weekender Model 241 travel trailer up-fitted as mobile command center. **Initial trailer cost**: N/A, Donated by Health Department with most the up-fitting cost being donated or paid for by non-profit supporting search and rescue team. This trailer is primarily used to support the Search and Rescue Team but can be used to support critical incidents, Pre-planned large events, searching for missing persons, natural disasters and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

The Command Trailer shall be used by Deputies/Officers trained in their deployment and in a manner consistent with Department policy and training.

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

d. Lifespan

The Command Trailers have no indicated lifespan from manufacturer . Lifespan varies on operational wear and usage. Upgrades needed every 5-7 years to maintain IT systems.

e. Fiscal Impact

Annual maintenance cost is approximately $0 - $1000 per trailer.

f. Training

The driver/operator shall receive training in movement and operation of the command trailer.

g. Legal and Procedural Rules

It is the policy of the Department to use the Command Trailer only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

i. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM and 37 MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
   a. Description, quantity, capabilities, and purchase cost:
      i. Combined Tactical Systems Pen Arms L140-1-1, single-shot break-open frame launche with rifled barrel, fixed stock and combo rail. Features include: Double Action trigger, trigge lock push button and hammer lock safeties. **Cost** $806.25 **Quantity:** 6
      ii. Combined Tactical Systems 40mm Sponge Baton, #4557, **Cost per round:** $19.90 **Quantity:** 214+ A less lethal 40mm plastic and Closed Cell Neoprene projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 240-260 FPS with an effective range of approximately 50 yards
   b. Purpose
      To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
   c. Authorized Use
      Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot/crowd control and civil unrest incidents.
      iii. Circumstances where a tactical advantage can be obtained.
      iv. Potentially vicious animals.
      v. Training exercises or approved demonstrations.

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

d. Training
Sworn members utilizing 40MM less lethal impact rounds are trained in there use by POST certified less lethal instructors.

e. Lifespan
Combined Tactical Systems Pen Arms L140-1-1, 40mm Launcher– No lifespan indicated b manufacture. Lifespan varies on operational usage and wear
Model 4557 Foam Baton Impact Sponge – 5 Years

f. Fiscal Impact
Annual qualification/ training approximately $1,200.

g. Legal and Procedural Rules
Use is established under General Policy 303.9 It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.
   a. Description, quantity, capabilities, and purchase cost

      i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: $946, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
      ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 63 A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

   b. Purpose
   To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

   c. Authorized Use
   Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

ii. Riot incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. .
v. Training exercises or approved demonstrations.

d. Lifespan
Remington 870 Less Lethal Shotgun- 25 years.
Super Sock Round- No listed expiration date.

e. Fiscal Impact
Annual maintenance is approximately $0 for each shotgun.

f. Training
All custodial deputies are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

g. Legal and Procedural Rules

B. It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. Specialized Firearms and Ammunition

a. Description, quantity, capabilities, and purchase cost

i. Sig Sauer MPX Rifle **Caliber**: 9mm **Action:** Semi-Auto **Barrel Length:** 6" **Cost:** $1,422.39 **Quantity**: 3.

ii. FN SPR-A5M Rifle, **Caliber:**.308 Winchester, **Action**: Bolt **Barrel Length:** 20" Cost:$2,692.04, **Quantity**: 3.

iii. Winchester 9mm 147GR T Series Reverse Jacketed Hollow Point Ammunition. **Cost:** $ .32 per round **Quantity:** 6000+ Rounds. Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

iv. Hornady TAP .308 168GR A-Max Rifle Ammunition **Cost**: $1.12 per round, **Quantity:** 3200+ Rounds. The 168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

b. Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use
Only members that are POST certified are authorized to use a rifle.

d. Lifespan
FN SPR-A5M .308 Win Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespa varies on operational usage and wear
SIG MPX 9mm Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies o operational usage and wear
Winchester 9mm Ranger 147gr: no expiration
HORNADY .308: no expiration.

e. Fiscal Impact
Annual maintenance is approximately $0 - $50 for each rifle.

f. Training
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification one time a year.

g. Legal and Procedural Rules
Use is established under Mariposa County Sheriff's Office Policy. It is the policy of the Mariposa County Sheriff's Office to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

~~**8. Infrared Illuminator/laser:**~~

~~a. Description, quantity, capabilities, and purchase cost~~

~~i. Infrared GCP-2B, cost: $1,800 each, total cost of $21,600, received via 10-33, Program at no cost. Quantity: 12. One narrow beam used for aiming the rifle, and one wide beam used for illuminating targets, like a flashlight. The beams can only be seen through night vision goggles.~~

~~b. Purpose~~
~~To be used in conjunction with night vision goggles during nighttime tactical operations.~~

~~c. Authorized Use~~
~~Only assigned personnel who have completed the required training shall be permitted to operate infrared illuminator/laser.~~

~~d. Lifespan~~

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

~~12 months~~

e. ~~Fiscal Impact~~
~~Annual maintenance is approximately $500.00.~~

f. ~~Training~~
~~All officers who use infrared illuminator lasers shall compete department approved training.~~

g. ~~Legal and Procedural Rules~~
~~It is the policy of the MCSO to utilize infrared only for official law enforcement purposes, and pursuant to State and Federal law.~~

Attachment: FINAL 2023 Mariposa-Military-Use Policy Equipment List (RES-2023-237 : Approve Annual Military Equipment Report-2023)

Military Equipment Usage

Equipment Used	Date	Case #	Operation	IC on Incident	Type Of Incident	Reason for Use	How it was Used	Complaints Received	Result of Internal Audit
Phantom 4 Drone	5/2/2022	MF2200402	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
MRAP	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/fortifed gate	Transport Personnel	None	Within Policy and law
Drone	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/Overflight	Overflight	None	Within Policy and law
Phantom 4 Drone	5/31/2022	MM2200482	Searh Warrant	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	6/8/2002	MC2203831	Overflight	Dep. Lewis	Agency Assist	Video Collection	Video Collection	None	Within Policy and law
Phantom 4 Drone	8/3/2022	MG2200775	Missing Person	Sgt. Rumfelt	Missing Person Search	SAR	SAR	None	Within Policy and law
Phantom 4 Drone	9/9/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/16/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/21/2022	MM2200943	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	11/30/2022	MF2201186	OIS	Sgt. Williams	OIS	Video Collection	Video Collection	None	Within Policy and law
MRAP	1/9/2023	N/A	SAR	Lt. Charman	SAR/Mutual Aid	Flooded area resue	Resuce of trapped persons	None	Within Policy and law

Attachment: 2023 Military Equipment Usage (RES-2023-237 : Approve Annual Military Equipment Report-

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: 2022 California Association of Counties (CSAC) Challenge Award

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RECOMMENDATION AND JUSTIFICATION:

Receive the 2022 California State Association of Counties Challenge Award (CSAC Staff).

The California State Association of Counties (CSAC) has awarded Mariposa County its prestigious Challenge Award for the Creekside Terrace Project. Creekside Terrace is a new 42-unit multifamily housing community in the town of Mariposa owned and operated by Self-Help Enterprises. Mariposa County partnered with Self-Help Enterprises to assemble a financing package and navigate regulatory and other challenges to construction.

CSAC's Challenge Award is the premier program for recognizing and elevating the most innovating programs developed and implemented by California's 58 counties. The Creekside Terrace Project was one of nineteen awards selected from 370 applications in 2022. The award recognizes the board of supervisors, County staff, and project partners for their creativity, professionalism, and dedication to improving the quality of life for the members of our community.

Other recipients of 2022 Challenge Awards include Los Angeles County (three awards), Orange, Santa Barbara, and Santa Cruz Counties (two awards each), and Kern, Kings, Nevada, Madera, Marin, Placer, San Bernadino, San Diego, and Yuba Counties (one award each).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County received CSAC Challenge Awards in 2018 for the Mariposa Clean Sweep Program and in 2019 for the Tree Mortality Operations Management Partnership. The County also received a CSAC Merit Award in 2019 for innovations in Emergency Operations Plan development and implementation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive this recognition or ask for it to be rescheduled. Staff will need further direction.

Agenda Item - No Resolution Requested

ATTACHMENTS:
Mariposa County Creekside Terrace Challenge Award Letter (PDF)
Creekside CSAC - PowerPoint (PDF)

RESULT: INFORMATION RECEIVED

California State Association of Counties®

OFFICERS

President
Ed Valenzuela
Siskiyou County

1st Vice President
Chuck Washington
Riverside County

2nd Vice President
Bruce Gibson
San Luis Obispo County

Past President
James Gore
Sonoma County

EXECUTIVE DIRECTOR
Graham Knaus

November 30, 2022

Ben Goger
Housing Development Specialist
Mariposa County
Via email: bgoger@mariposacounty.org

Dear Mr. Goger,

On behalf of the California State Association of Counties (CSAC), I am pleased to inform you that Mariposa County's program "Mariposa Creekside Terrace" has been selected for a 2022 CSAC Challenge Award.

The CSAC Challenge Awards are the state's premier program recognizing and elevating the most innovative programs among California's 58 counties. This year, we received 370 entries, of which the top 18 were selected by our judging panel to receive a 2022 Challenge Award. Mariposa County's "Mariposa Creekside Terrace" is receiving a 2022 Challenge Award in the Rural Housing, Land Use & Transportation category.

We will release a press release regarding the 2022 CSAC Challenge Award winners by December 2 and be in touch shortly thereafter to coordinate delivery of the County's Challenge Award trophy and, if desired, a formal presentation during a regularly scheduled Board of Supervisors meeting in 2023.

Again, congratulations! Thank you and your team for your dedication to county public service and innovative programs like "Mariposa Creekside Terrace." Should you have any questions, please don't hesitate to contact me at fmcting@counties.org or (916) 595-7360. Thank you.

Sincerely,

Farrah McDaid Ting
California State Association of Counties
Director, Public Affairs and Member Services

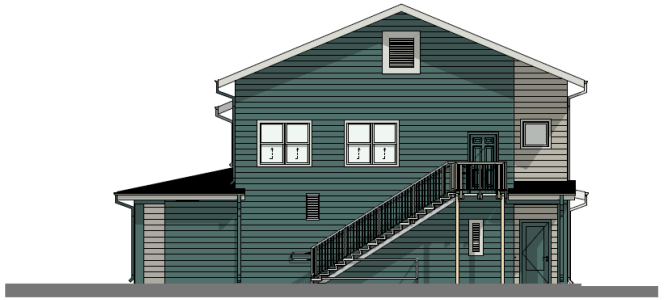
Attachment: Mariposa County Creekside Terrace Challenge Award Letter (14052 : 2022 California Association of Counties (CSAC) Challenge

CREEKSIDE TERRACE: PERSPECTIVE NORTHWEST

mogavero ARCHITECTS

Attachment: Creekside CSAC - PowerPoint (14052 : 2022 California Association of

Community Room



COMMUNITY BUILDING - LEFT ELEVATION - SCALE 1/8" = 1'-0"

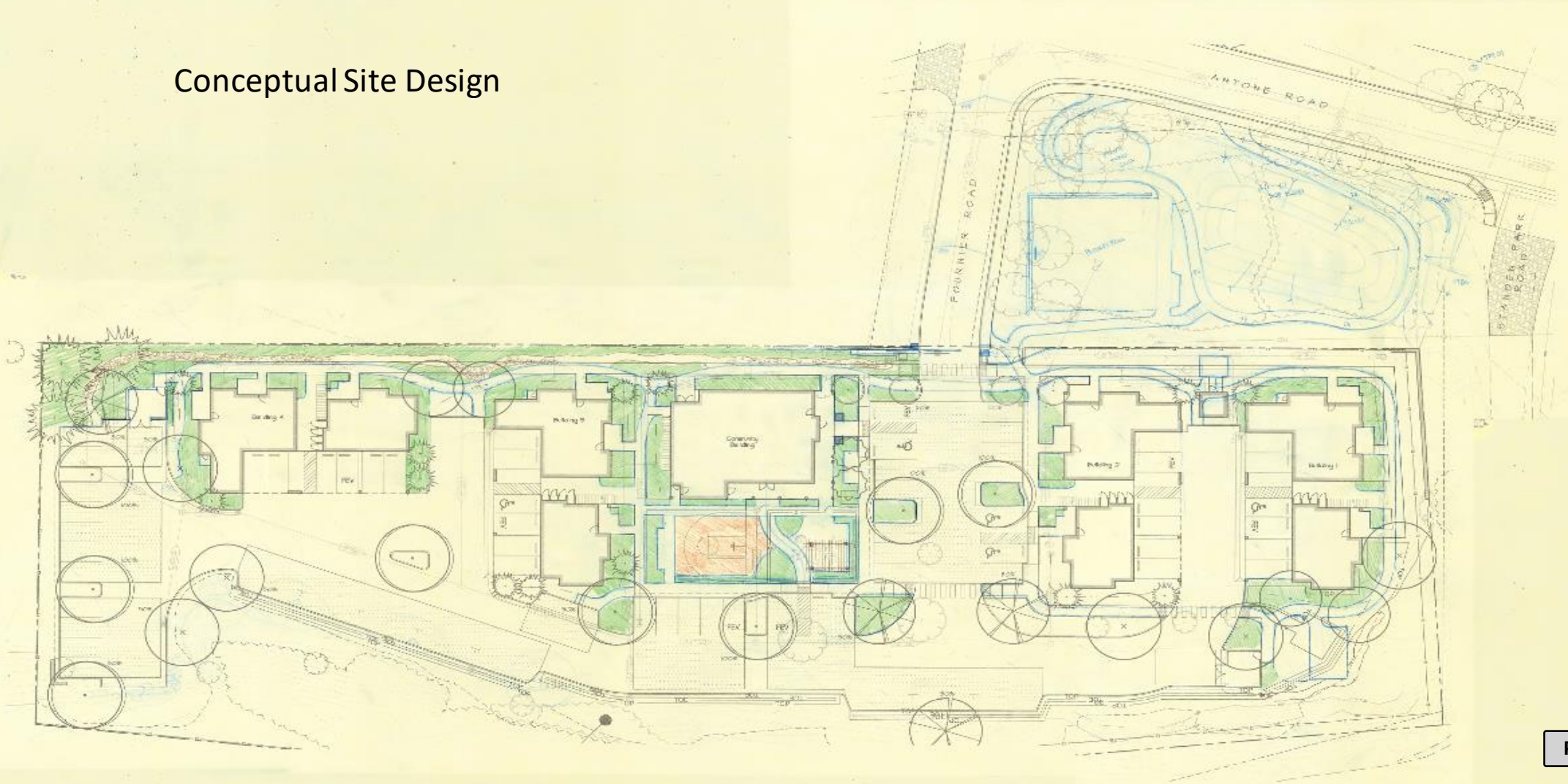
COMMUNITY BUILDING - RIGHT ELEVATION - SCALE 1/8" = 1'-0"

COMMUNITY BUILDING - FRONT ELEVATION - SCALE 1/8" = 1'-0"

COMMUNITY BUILDING - REAR ELEVATION - SCALE 1/8" = 1'-0"

Attachment: Creekside CSAC - PowerPoint (14052 : 2022 California Association of

Conceptual Site Design



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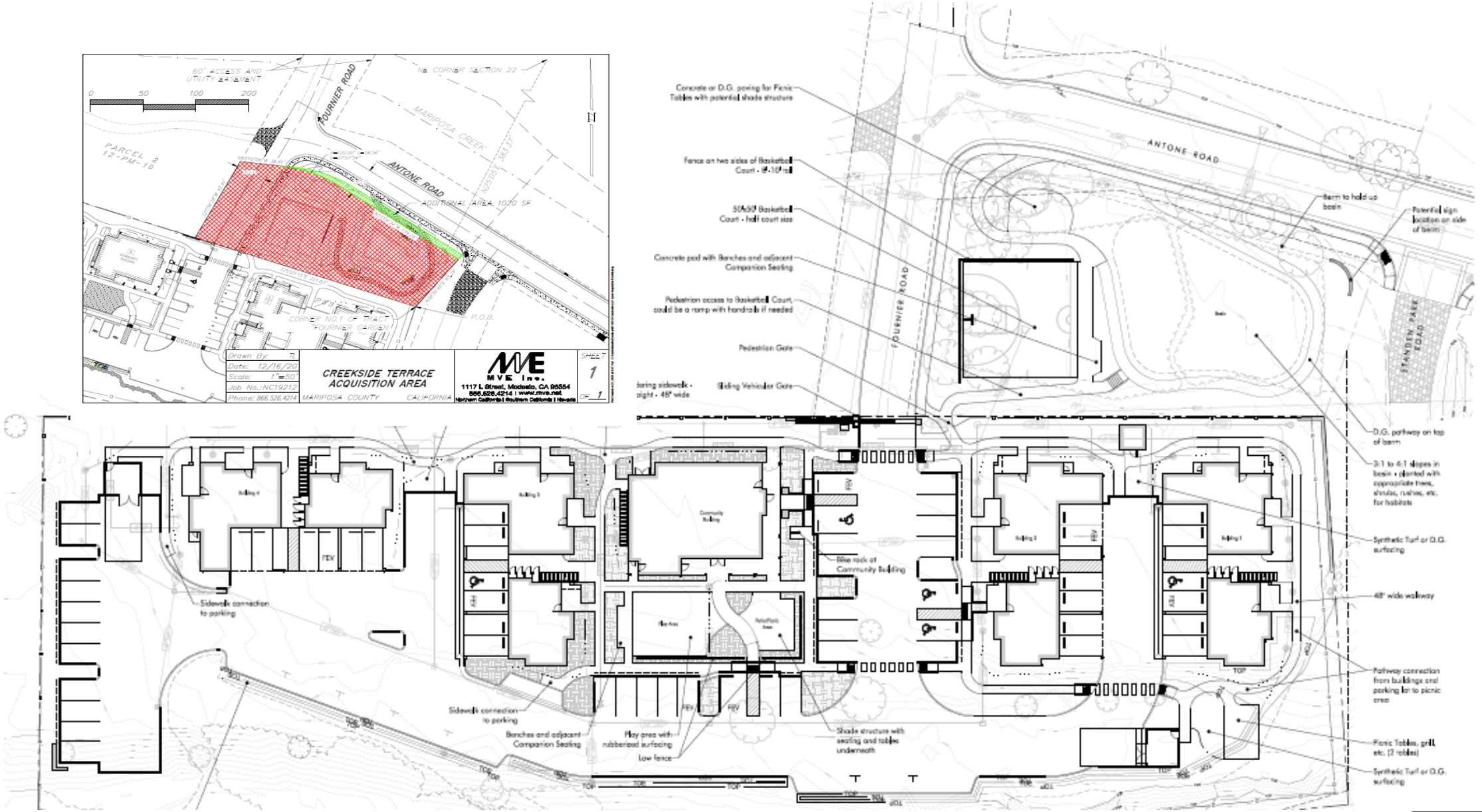

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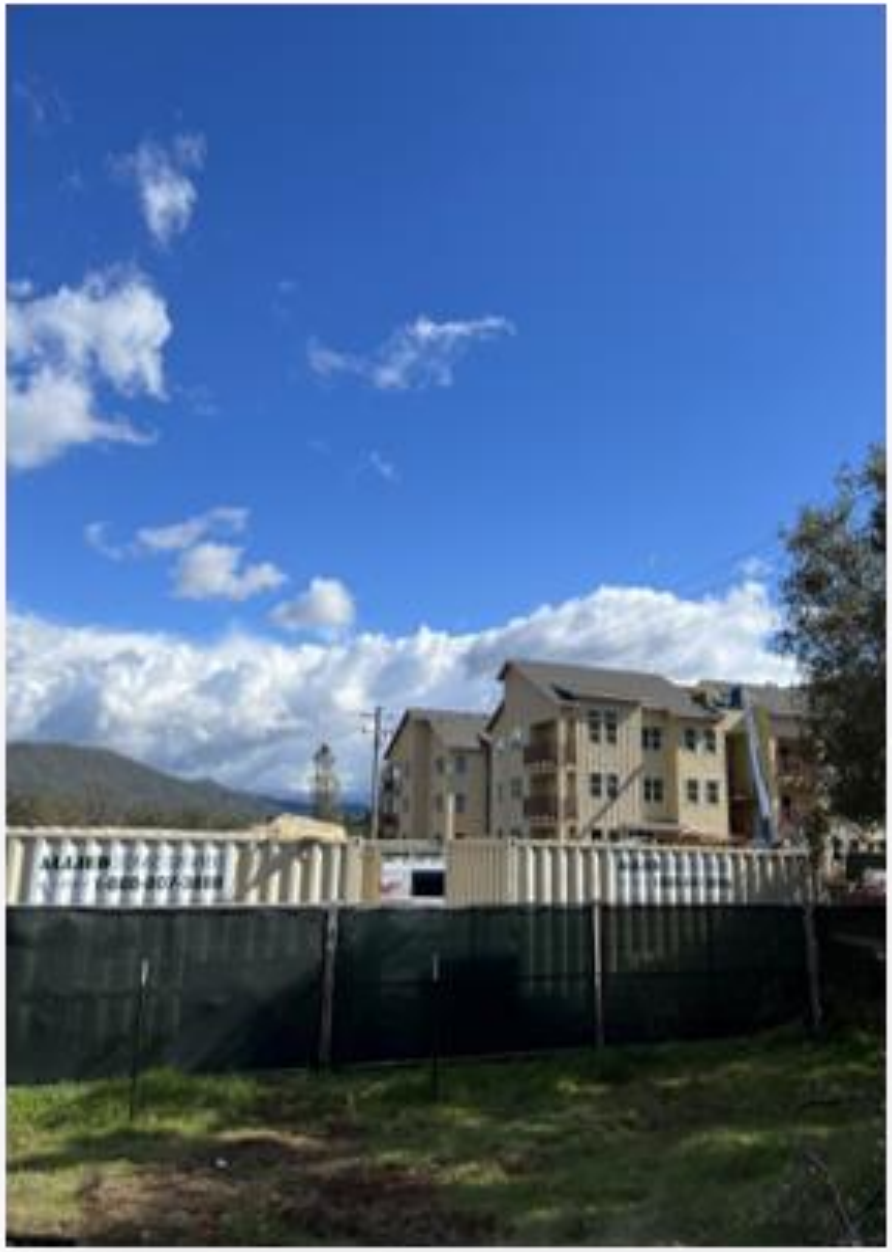

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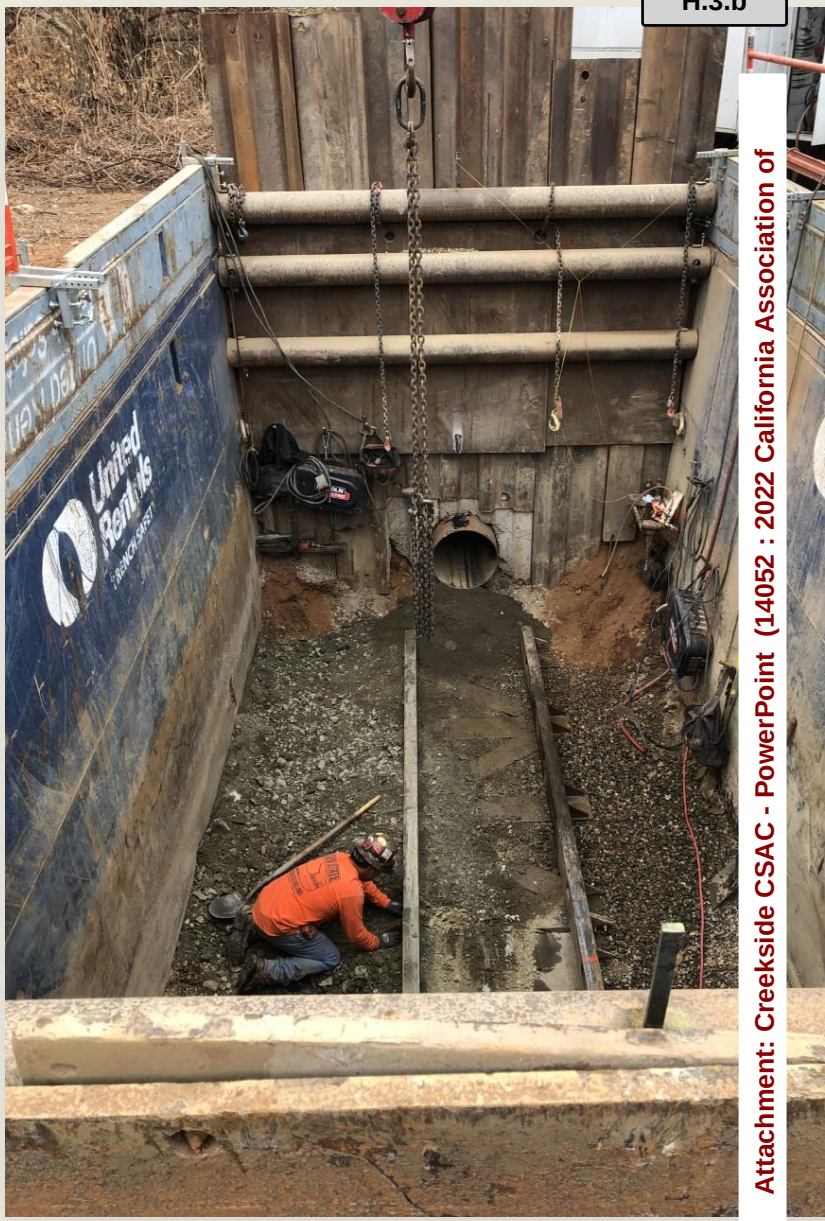

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MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: RCD Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from the Mariposa County Resource Conservation District (MCRCD) regarding programs and projects (Melinda Barrett, Program Manager)

MCRCD will provide the Board with an update regarding current MCRCD programs, projects, and financial status, in support of continued County assistance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received presentations in the past from the Mariposa County Resource Conservation District and other community organizations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive the presentation and miss the opportunity to learn about the MCRCD's activities.

ATTACHMENTS:
Budget Proposal 2023 - RCD (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County Resource Conservation District

FY23/24 Budget Proposal

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

The mission of the Mariposa County RCD is to encourage and facilitate cooperative solutions to local resource conservation issues and problems.

We provide technical, financial and educational resources to meet the needs of the local land-users and partners.

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

What the RCD Brings

- We have a unique position as a local government entity that is empowered to work with public and private partners to help communities care for the land, air, water, and wildlife.
- We have access to funding only available through us to benefit agencies and residents in Mariposa.
- We are dedicated to providing funding and assistance to organizations and individuals to ensure timely and cost-effective completion of beneficial projects.

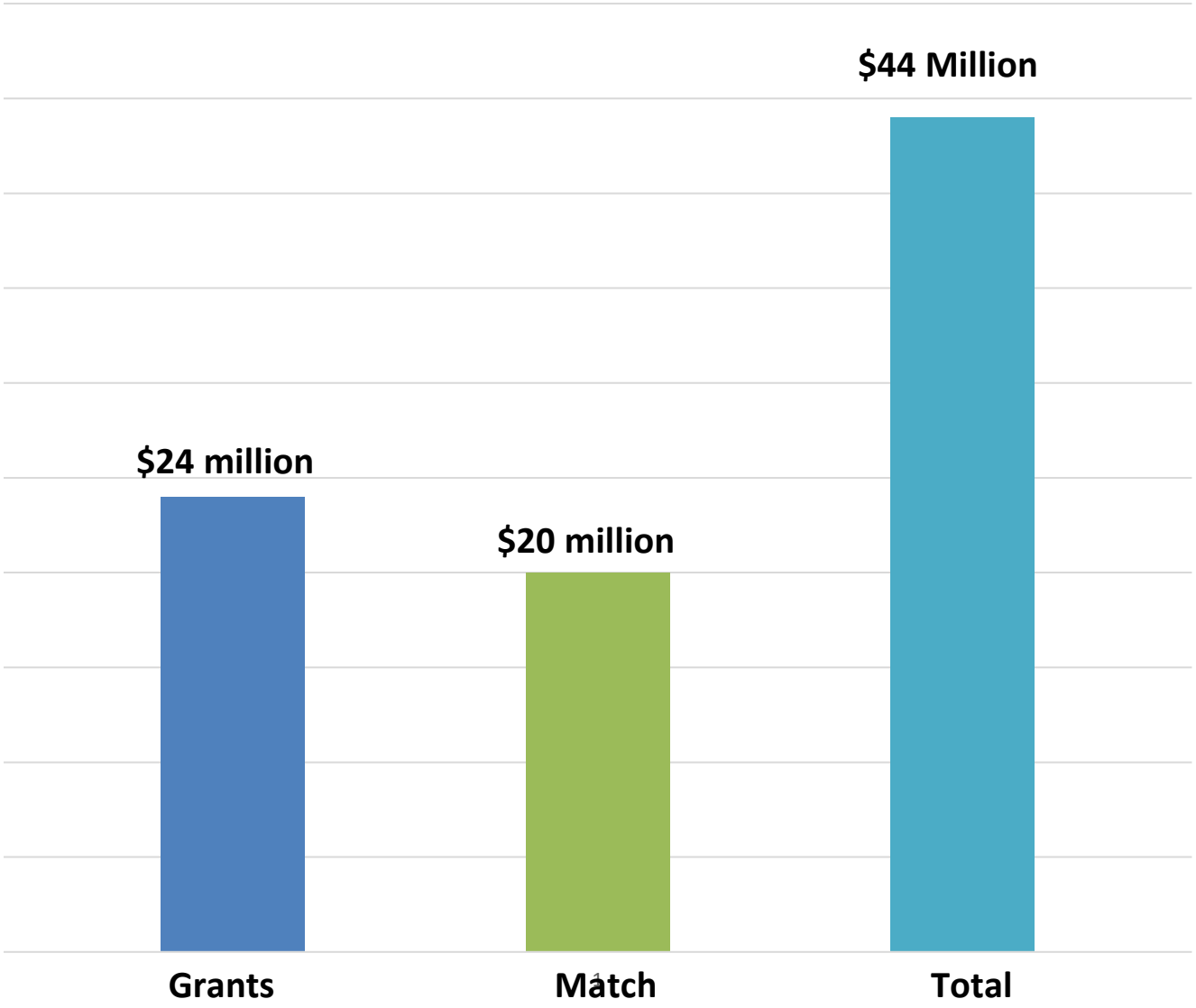
Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

MCRCD Benefits

- We secure funds to improve forest and watershed health, reduce the risk of catastrophic wildfire, and ensure responsible management of land and water resources.
- The Integrated Regional Water Management program identifies needs and can access funding to accomplish them.
- We bring jobs and funding to the area for a very low administrative cost.
- As a special district, we can serve as CEQA Lead Agency, and enter into Good Neighbor Authority contracts.

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

RCD Grants 2017-2023



Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

Projects

- Bootjack Fire Station Water Tank, Coulterville WS, YW Leachfield, SFC land aquistion
- Large Landscape Fuels Reduction
- Erosion Control for Oak Fire Burn Scar
- Home Hardening
- Monarch Butterfly habitat restoration – Southern Sierra Miwuk Nation Pollinator Team

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

Proposal

Forest and Watershed Health Program: $50,000

- Continuing to implement a comprehensive Countywide program for Hardening Homes against wildfire with onsite assessment and assistance. Support FireWise communities.
- Large landscape (>1,000 acres) forest health projects that reduce fuels and protect the Wildland Urban Interface
- Continued access to grants that are only available through the Integrated Regional Water Management program for water storage, water and wastewater system repairs/improvements

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

Strategic Goal Support

- Safety
- Wellness
- Stewardship

Attachment: Budget Proposal 2023 - RCD (14047 : RCD Presentation)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

ORDINANCE 2023-1185

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Amend Chapter 8.52 of an Ordinance, Ambulance Service

RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "an Ordinance Amending Chapter 8.52, Ambulance Service."

This amendment allows for three options in standard ambulance service for the contracted ambulance service in Mariposa County while still providing appropriate medical response. One of the three standards outlined in the ordinance shall be maintained at all times by all holders of a license to provide ambulance services within Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Chapter 8.52 Ambulance Service was adopted by Ordinance 997 Section IV on 10/28/2003 and has not been revisited to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not adopted, ambulance service would be difficult to acquire for Mariposa County due to paramedic staffing shortages nation-wide.

ATTACHMENTS:
Ambulance Proposed Ordinance Summary (DOC)
Mariposa County Ambulance Ordinance First Reading (DOCX)
Mariposa County Ambulance Ordinance Second Reading (DOCX)

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

REF ID# 14021

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 8 OF THE MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, May 16, 2023, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending Chapters 8.52.020, 8.52.030, 8.52.040, 8.52.050, 8.52.060, 8.52.070, 8.52.080, 8.52.90, and 8.52.110 of Title 8 of the Mariposa County Code as follows:

8.52.020: Amends current text, Definitions, which adds context for Basic Life Support ambulance, Critical Care Transport, Emergency Medical Dispatch and Quick Response Vehicle. The definitions were also alphabetized.

8.52.030: Amends current text, License Required, grammatical corrections.

8.52.040: Amends current text, Application for license, grammatical corrections.

8.52.050: Amends current text, Standards for ambulance service, adds options for ambulance staffing to include Basic Life Support, Advanced Life Support and/or Quick Response Vehicle. Added language that allows for dispatching of Basic Life Support Ambulance through Emergency Medical Dispatch criteria.

8.52.060: Amends current text, Granting/denial of license, Language added referring to an Appeal Hearing.

8.52.070: Amends current text, Bond required, grammatical corrections.

8.52.080: Amends current text, Subsidy by county, grammatical corrections.

8.52.110: Amends current text, Revocation or suspension of license, grammatical corrections.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

Attachment: Ambulance Proposed Ordinance Summary (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance Service)

FIRST READING

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 8.52 OF THE MARIPOSA COUNTY CODE ENTITLED "AMBULANCE SERVICE"

WHEREAS, the Board of Supervisors desire to amend Chapter 8.52 of the Mariposa County Code, and

WHEREAS, this amendment will add language to allow for a tiered response by any contracted ambulance in the County of Mariposa,

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 8.52 of the Mariposa County Code is hereby amended to read as follows:

8.52.010 Intent of the chapter.

It is the intent of this chapter to protect the public from unsafe and/or unsanitary operation of ambulance services and from disruption or the abrupt cessation of ambulance services.

8.52.020 Definitions.

A. Except as otherwise required by the context of this chapter, words and phrases shall have meanings as set forth below:

~~A.~~B. "Advanced Life Support" or "ALS" means an ambulance staffed by a minimum of one (1) paramedic and one (1) EMT to provide ALS services.

~~B.~~C. "Ambulance" means a vehicle constructed and equipped specifically for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons. Ambulance does not mean any vehicle staffed and used to provide first aid or stabilizing medical aid while awaiting the arrival of an ambulance, such as those vehicles retained to provide such stabilizing services at sporting and entertainment events.

D. "Ambulance staff" means people who have been adequately trained and certified or licensed to work on an ambulance, minimally certified as an emergency medical technician ("EMT~~-IA~~").

~~C.~~E. "Basic Life Support" or "BLS" means an ambulance staffed by a minimum of two (2) EMT's to provide B~~asic~~ L~~ife~~ S~~upport~~ services.

~~D. "Backup ambulance" means an ambulance available, operational, equipped and staffed such that it can function as an emergency ambulance vehicle with no advanced warning should any other ambulance be unavailable to respond.~~

F. "Board of supervisors" means the board of supervisors of Mariposa County.

G. "Critical Care Transport" or "CCT" means the transport of a patient by ambulance between medical facilities where it has been determined by the patient's physician that such transport requires medical supervision beyond the scope of the practice of a paramedic.

H. "Dispatch agency" means the agency responsible for dispatching ambulances and ~~emergency~~ ambulance services as designated by the local emergency medical services agency.

I. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en-route to that emergency.

J. "Emergency Medical Dispatch Protocol Reference System" or "EMD" means a LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

K. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.

L. "License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and

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between the county of Mariposa or the LEMSA and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.

M. "Local EMS agency" or "LEMSA" means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.

N. Mobile Intensive Care Nurse" or "MICN" means a registered nurse who is functioning pursuant to Section 2725 of the Business and Professional Code, and who has been authorized by the LEMSA Medical Director to issue instructions to prehospital emergency medical care personnel within Mariposa County according to the Prehospital Treatment Guidelines developed by the LEMSA.

O. "Quick Response Vehicle" means a vehicle~~,~~ staffed by a minimum of one (1) paramedic to provide ALS services.

P. "Standby" means the same thing as "backup."~~.~~ (Ord. 997 Sec.IV, 2003)

~~E. p~~"Emergency Medical Dispatch (EMD) Protocol Reference System" means an LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

~~F. "Board of supervisors" means the board of supervisors of Mariposa County.~~

~~G. "Dispatch agency" means the agency responsible for dispatching ambulances and emergency ambulance services as designated by the local emergency medical services agency.~~

~~H. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en route to that emergency.~~

~~I. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.~~

~~J. "License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and between the county of Mariposa and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.~~

~~K. "Local EMS agency" means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.~~

~~L. "Standby" means the same thing as "backup.". (Ord. 997 Sec.IV, 2003)~~

8.52.030 License required.

A. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer or profess to engage in the provision of ~~emergency~~ ambulance service in Mariposa County unless that person has a currently valid license to do so issued by Mariposa County or the LEMSA and is, and remains at all times in compliance with the provisions of this chapter except as set forth in subsection "B" below.

B. Notwithstanding anything to the contrary contained herein, there shall be no license required to operate an ~~emergency~~ ambulance in the following areas of Mariposa County:

1. Yosemite National Park, including areas of private inholding within Yosemite National Park.

2. The area served by State Highway 140 from the border of Yosemite National Park through and including the confluence of the Merced River and the South Fork of the Merced River.

3. All areas of Mariposa County adjacent to Highway 41 from Oakhurst to the entrance of Yosemite National Park.

~~41 from Oakhurst to the entrance of Yosemite National Park.~~

4. The community contiguous to Yosemite National Park known as "Yosemite West."~~.~~

C. Licenses for ambulance service in Mariposa County are non-transferable and, upon change in ownership of any licensed ambulance service, application for a new license must be made to the County.

8.52.040 Application for license.

A. Application for a license to provide ambulance service shall be made on a form and in a manner prescribed by the local EMS agency.

B. Data which shall be supplied in applying for a license to provide ambulance

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Attachment: Mariposa County Ambulance Ordinance First Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

service shall include all the items required by the local EMS agency, including but not limited to the following:

1. Names and addresses of the applicant(s), registered owner(s), director(s) and controlling shareholder(s) of the ambulance company.

2. Documentation of the applicant's training and experience in ambulance service.

3. The name of the ambulance company under which the applicant proposes to engage in ambulance service in Mariposa County.

4. A ~~S~~standard financial statement for the current and previous fiscal year, prepared by a certified public accountant, as a representation of the ~~provider~~applicant's financial viability.

5. A ~~D~~description of the ambulances to be utilized in the ambulance service in Mariposa County, including make, model, year of manufacture, vehicle identification number, current state license number, and the length of time the vehicle has been in use.

6. A description of the proposed operation of the ambulance service within Mariposa County, including number of vehicles to be supplied, location where the vehicles will be based, staffing pattern, and backup plans for provision of ambulance service in case of equipment failure or inability to provide personnel at any given time.

7. A description of the ~~company~~applicant's program for maintaining the vehicles.

8. A description of the number, type, and frequency of the private line of the vehicle's radios.

9. A description of the location from which ambulance service will be offered, noting the hours of operation and the number of ambulance units to be deployed on each shift.

10. A current list, amended as necessary, giving the name and certification level of all staff or a reasonable proof of ability to hire the required number of adequately certified staff.

11. A description of the company's training and orientation program for ambulance staff.

12. A ~~S~~statement of the legal history of the applicant(s), including criminal and civil convictions, judgments or liens.

13. A ~~D~~description of the applicant's ability to provide ambulance service within the required areas of the County twenty-four (24) hours a day, seven (7) days a week, year round.

14. All current and proposed service charges and the rate structure of the ~~company~~applicant.

15. Affirmation that the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application.

16. Evidence of insurance coverage which meets or exceeds that required by the California Vehicle Code and meets or exceeds coverage of one million dollars ($1,000,000) ofprofessional liability insurance, per occurrence, with Mariposa County named as additional insured.

17. Documentation of any experience of the applicant in the operation of ambulance service or emergency medical service, including any prior governmental sanctions imposed against the applicant(s), including but not limited to, revocation of prior permits to provide ambulance service.

18. Documentation of a business office location or proposed business office location within Mariposa County and location of the ambulances and documentation that these locations will not cause significant traffic congestion.

19. Documentation of the proposed painting scheme of the ambulances.

20. A description of the proposed method for maintaining ambulance staff clinical proficiency when assigned to low call volume areas.

8.52.050 Standards for ambulance service.

The following standards shall be maintained at all times by all holders of a license to provide ambulance service within Mariposa County. At the time of application for said license, the applicant shall provide to the ~~local EMS A~~agency LEMSA documentation of how these

Attachment: Mariposa County Ambulance Ordinance First Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

FIRST READING

standards will be met and maintained.

A. Twenty-four hours a day/one year service: Ambulance service shall be provided within the required areas of Mariposa County by each holder of a license for ambulance service in the County, on a twenty-four (24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.
~~(24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.~~

B. Minimum ambulance requirements shall be one of the options below: ~~of two ambulances: Licensee shall, at all times, have available within Mariposa County a minimum of two ambulances, adequately equipped and staffed to provide advanced life support. One of the vehicles may be used as backup or "standby" in the case that, for any reason, the first line ambulance is unable to respond for any given period of time.~~

Option 1: Two (2) Basic Life Support (BLS) ambulances with one (1) stationed in North County and one (1) stationed in South County. One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in Bear Valley. Basic Life Support (BLS) ambulances dispatched to all calls and the Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged for Advance Life Support (ALS).

Option 2: One (1) Basic Life Support Ambulance (BLS) stationed in South County, one (1) Advanced Life Support (ALS) ambulance stationed in North County and One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in South County. Basic Life Support (BLS) ambulance will be dispatched to all calls in South County and to calls identified through the EMD process as Basic Life Support (BLS) in North County. Advanced Life Support (ALS) ambulance dispatched to all calls in North County and Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged as Advanced Life Support (ALS) in South County.

Option 3: One (1) Basic Life Support ambulance in South County. Two (2) Advanced Life Support ambulances, one (1) in North County and one (1) in South County. Advanced Life Support (ALS) ambulances dispatched to calls as needed to meet response time requirements and Basic Life Support (BLS) ambulance dispatched to EMD calls triaged for Basic Life Support (BLS).

~~B.~~

~~C. Advanced life support: The minimum level of staffing for licensed ambulances in Mariposa County shall be at least EMT-P, as specified by local EMS policy, dispatched on all emergency calls. Ambulances equipped to provide basic life support and staffed by EMT-IA's only may not be utilized for emergency ambulance service.~~

C. Unless directed by a treating physician for an interfacility transfer or authorized by an EMS dispatch center trained in the Emergency Medical Dispatched Protocol Reference System to respond with an ambulance staffed and equipped at the BLS or CCT level, the level of response to ambulance requests shall be by ALS ambulance.

D. Response standards: Licensee shall respond to all emergency calls assigned to licensee. If licensee is unable to respond to any given emergency call, licensee shall immediately so inform the dispatch agency and subsequently (but no later than the next working day) provide written documentation to the ~~local EMS agency~~ LEMSA, explaining why licensee was unable to respond to the emergency call.

E. Vehicle standards: All ambulances utilized for ~~emergency~~ ambulance service shall be adequately maintained in a safe condition such as to comply with all state and county requirements as documented by the California Highway Patrol. All vehicles shall be stocked with required supplies and equipment as defined by the LEMSA.

~~F. Dispatch time: Ambulances shall respond to emergency calls within a dispatch time of four (4) minutes or less at least~~

F. ~~95 percent of the time.~~specified by the LEMSA.

G. Local orientation: All staff to be utilized in responding to emergency ambulance calls shall, in addition to possessing current certification as an EMT-~~IA~~, EMT-II, or EMT-P, or MICN in the State of California, have adequately completed a local orientation to Mariposa

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County as documented by the ~~local EMS agency~~ LEMSA.

H. Policies: Licensee shall, at all times, follow all policies regarding emergency medical service applicable within Mariposa County.

8.52.060 Granting/denial of license.

A. The ~~local EMS agency~~ LEMSA shall, within ninety (90) days of receiving all required information of an applicant for an ambulance service license, notify the applicant in writing of ~~it's~~its decision either to grant a license, or to deny a license.

B. Cause for denial of an ambulance license shall include, but not be limited to, the following:

1. Inadequacy of the vehicles proposed to be utilized as ambulances.

2. Evidence of a permit to operate ambulance service having previously been revoked in any other jurisdiction or any significant negative action having been taken against the owner(s) or applicant(s) for the license with regard to operation of emergency ambulance service in a previous jurisdiction.

3. Documentation, upon review of references of the ambulance service or owner(s) or operator(s) thereof, that there is a significant question regarding the ability of the applicant to provide quality emergency ambulance service.

4. Evidence that the proposed place of business would cause significant traffic congestion.

5. Evidence that the proposed paint scheme on the ambulance would cause confusion with regard to identification of the ambulance sufficient to disrupt safe operation of the ambulance service or some other similar emergency service within the County.

6. Any other reason or combination of reasons which leads to the determination by the local EMS agency that the applicant does not, or will not, meet all requirements within this chapter.

Appeal of denial: If agreement cannot be reached between the applicant and the ~~local EMS agency~~ LEMSA within thirty (30) days of the initial notification of denial of a license, applicant may file an appeal with the County board of supervisors. A hearing on the request shall be scheduled before the board of supervisors within ninety (90) days from the receipt of written request for an appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. Decision by the board of supervisors, or their designated hearing officer, shall be final.~~appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. Decision by the board of supervisors, or their designated hearing officer, shall be final.~~

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8.52.070 Bond required.

To protect the interest of the citizens of Mariposa County and to maintain stability of ambulance service in the County, the owner of the licensed ambulance service shall post a performance bond, or other performance security acceptable to the ~~local EMS agency~~ LEMSA, with a value of no less than one hundred and twenty-five thousand dollars ($125,000.00). In the event that the licensee fails to adequately perform ~~it's~~its obligations under this chapter, Mariposa County will have the right to call upon the bond for damages resulting from the failure to perform.

8.52.080 Subsidy by County.

Nothing herein~~,~~ shall be deemed to require the County to pay ~~such~~ a subsidy to any holder of a license ~~of~~for ambulance service in the County.

8.52.090 Assigning emergency calls.

In the event that there are ambulance services which overlap in any geographical area of the County, a system to divide calls for emergency ambulance service among or between the ambulance services shall be devised by the ~~local EMS agency~~ LEMSA and executed by the dispatch agency. In devising this system, the health and safety of the citizens of Mariposa County shall be the primary concern~~,~~; financial equitability by distribution of calls shall be a secondary concern.

8.52.100 Temporary licenses.

FIRST READING

The County Health Officer may grant a temporary license for ambulance service to cover the period of time during which formal processing of an application for a license is taking place. To do so, the health officer must find that it is in the best interest of the citizens of the County that such a temporary license be granted, and that the ambulance service to which the temporary license is granted has reasonably demonstrated its ability to provide ambulance service at a level necessary to protect the public health and safety.

8.52.110 Revocation or suspension of license~~/fine~~.

Any licensee who violates any section of this chapter may be subject to revocation or suspension of its license to operate ambulance service.

8.52.120 Fees.

Fees may be set by the board of supervisors from time to time by resolution.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chairman
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

SECOND READING

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 8.52 OF THE MARIPOSA COUNTY CODE ENTITLED "AMBULANCE SERVICE"

WHEREAS, the Board of Supervisors desire to amend Chapter 8.52 of the Mariposa County Code, and

WHEREAS, this amendment will add language to allow for a tiered response by any contracted ambulance in the County of Mariposa,

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 8.52 of the Mariposa County Code is hereby amended to read as follows:

8.52.010 Intent of the chapter.

It is the intent of this chapter to protect the public from unsafe and/or unsanitary operation of ambulance services and from disruption or the abrupt cessation of ambulance services.

8.52.020 Definitions.

A. Except as otherwise required by the context of this chapter, words and phrases shall have meanings as set forth below:

B. "Advanced Life Support" or "ALS" means an ambulance staffed by a minimum of one (1) paramedic and one (1) EMT to provide ALS services.

C. "Ambulance" means a vehicle constructed and equipped specifically for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons. Ambulance does not mean any vehicle staffed and used to provide first aid or stabilizing medical aid while awaiting the arrival of an ambulance, such as those vehicles retained to provide such stabilizing services at sporting and entertainment events.

D. "Ambulance staff" means people who have been adequately trained and certified or licensed to work on an ambulance, minimally certified as an emergency medical technician ("EMT").

E. "Basic Life Support" or "BLS" means an ambulance staffed by a minimum of two (2) EMT's to provide BL S services.

F. "Board of supervisors" means the board of supervisors of Mariposa County.

G. "Critical Care Transport" or "CCT" means the transport of a patient by ambulance between medical facilities where it has been determined by the patient's physician that such transport requires medical supervision beyond the scope of the practice of a paramedic.

H. "Dispatch agency" means the agency responsible for dispatching ambulances and ambulance services as designated by the local emergency medical services agency.

I. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en-route to that emergency.

J. "Emergency Medical Dispatch Protocol Reference System" or "EMD" means a LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

K. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

L. “License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and between the county of Mariposa or the LEMSA and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.

M. “Local EMS agency" or “LEMSA” means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.

N. Mobile Intensive Care Nurse” or “MICN” means a registered nurse who is functioning pursuant to Section 2725 of the Business and Professional Code, and who has been authorized by the LEMSA Medical Director to issue instructions to prehospital emergency medical care personnel within Mariposa County according to the Prehospital Treatment Guidelines developed by the LEMSA.

O. “Quick Response Vehicle” means a vehicle staffed by a minimum of one (1) paramedic to provide ALS services.

P. “Standby" means the same thing as "backup." (Ord. 997 Sec.IV, 2003)

8.52.030 License required.

A. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer or profess to engage in the provision of ambulance service in Mariposa County unless that person has a currently valid license to do so issued by Mariposa County or the LEMSA and is, and remains at all times in compliance with the provisions of this chapter except as set forth in subsection "B" below.

B. Notwithstanding anything to the contrary contained herein, there shall be no license required to operate an ambulance in the following areas of Mariposa County:

1. Yosemite National Park, including areas of private inholding within Yosemite National Park.

2. The area served by State Highway 140 from the border of Yosemite National Park through and including the confluence of the Merced River and the South Fork of the Merced River.

3. All areas of Mariposa County adjacent to Highway 41 from Oakhurst to the entrance of Yosemite National Park.

4. The community contiguous to Yosemite National Park known as "Yosemite West."

C. Licenses for ambulance service in Mariposa County are non-transferable and, upon change in ownership of any licensed ambulance service, application for a new license must be made to the County.

8.52.040 Application for license.

A. Application for a license to provide ambulance service shall be made on a form and in a manner prescribed by the local EMS agency.

B. Data which shall be supplied in applying for a license to provide ambulance service shall include all the items required by the local EMS agency, including but not limited to the following:

1. Names and addresses of the applicant(s), registered owner(s), director(s) and controlling shareholder(s) of the ambulance company.

2. Documentation of the applicant's training and experience in ambulance service.

3. The name of the ambulance company under which the applicant proposes to engage in ambulance service in Mariposa County.

4. A standard financial statement for the current and previous fiscal year, prepared by a certified public accountant, as a representation of the applicant's financial viability.

5. A description of the ambulances to be utilized in the ambulance service

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in Mariposa County, including make, model, year of manufacture, vehicle identification number, current state license number, and the length of time the vehicle has been in use.

6. A description of the proposed operation of the ambulance service within Mariposa County, including number of vehicles to be supplied, location where the vehicles will be based, staffing pattern, and backup plans for provision of ambulance service in case of equipment failure or inability to provide personnel at any given time.

7. A description of the applicant's program for maintaining the vehicles.

8. A description of the number, type, and frequency of the private line of the vehicle's radios.

9. A description of the location from which ambulance service will be offered, noting the hours of operation and the number of ambulance units to be deployed on each shift.

10. A current list, amended as necessary, giving the name and certification level of all staff or reasonable proof of ability to hire the required number of adequately certified staff.

11. A description of the company's training and orientation program for ambulance staff.

12. A statement of the legal history of the applicant(s), including criminal and civil convictions, judgments or liens.

13. A description of the applicant's ability to provide ambulance service within the required areas of the County twenty-four (24) hours a day, seven (7) days a week, year-round.

14. All current and proposed service charges and the rate structure of the applicant.

15. Affirmation that the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application.

16. Evidence of insurance coverage which meets or exceeds that required by the California Vehicle Code and meets or exceeds coverage of one million dollars ($1,000,000) of

professional liability insurance, per occurrence, with Mariposa County named as additional insured.

17. Documentation of any experience of the applicant in the operation of ambulance service or emergency medical service, including any prior governmental sanctions imposed against the applicant(s), including but not limited to, revocation of prior permits to provide ambulance service.

18. Documentation of a business office location or proposed business office location within Mariposa County and location of the ambulances and documentation that these locations will not cause significant traffic congestion.

19. Documentation of the proposed painting scheme of the ambulances.

20. A description of the proposed method for maintaining ambulance staff clinical proficiency when assigned to low call volume areas.

8.52.050 Standards for ambulance service.

The following standards shall be maintained at all times by all holders of a license to provide ambulance service within Mariposa County. At the time of application for said license, the applicant shall provide to the LEMSA documentation of how these standards will be met and maintained.

A. Twenty-four hours a day/one year service: Ambulance service shall be provided within the required areas of Mariposa County by each holder of a license for ambulance service in the County, on a twenty-four (24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.

B. Minimum ambulance requirements shall be one of the options below:

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

- Option 1: Two (2) Basic Life Support (BLS) ambulances with one (1) stationed in North County and one (1) stationed in South County. One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in Bear Valley. Basic Life Support (BLS) ambulances dispatched to all calls and the Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged for Advance Life Support (ALS).

- Option 2: One (1) Basic Life Support Ambulance (BLS) stationed in South County, one (1) Advanced Life Support (ALS) ambulance stationed in North County and One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in South County. Basic Life Support (BLS) ambulance will be dispatched to all calls in South County and to calls identified through the EMD process as Basic Life Support (BLS) in North County. Advanced Life Support (ALS) ambulance dispatched to all calls in North County and Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged as Advanced Life Support (ALS) in South County.

- Option 3: One (1) Basic Life Support ambulance in South County. Two (2) Advanced Life Support ambulances, one (1) in North County and one (1) in South County. Advanced Life Support (ALS) ambulances dispatched to calls as needed to meet response time requirements and Basic Life Support (BLS) ambulance dispatched to EMD calls triaged for Basic Life Support (BLS).

C. Unless directed by a treating physician for an interfacility transfer or authorized by an EMS dispatch center trained in the Emergency Medical Dispatched Protocol Reference System to respond with an ambulance staffed and equipped at the BLS or CCT level, the level of response to ambulance requests shall be by ALS ambulance.

D. Response standards: Licensee shall respond to all emergency calls assigned to licensee. If licensee is unable to respond to any given emergency call, licensee shall immediately so inform the dispatch agency and subsequently (but no later than the next working day) provide written documentation to the LEMSA, explaining why licensee was unable to respond to the emergency call.

E. Vehicle standards: All ambulances utilized for ambulance service shall be adequately maintained in a safe condition such as to comply with all state and county requirements as documented by the California Highway Patrol. All vehicles shall be stocked with required supplies and equipment as defined by the LEMSA.

F. Dispatch time: Ambulances shall respond to emergency calls within a dispatch time specified by the LEMSA.

G. Local orientation: All staff to be utilized in responding to emergency ambulance calls shall, in addition to possessing current certification as an EMT, EMT-II, or EMT-P, or MICN in the State of California, have adequately completed a local orientation to Mariposa County as documented by the LEMSA.

H. Policies: Licensee shall, at all times, follow all policies regarding emergency medical service applicable within Mariposa County.

8.52.060 Granting/denial of license.

A. The LEMSA shall, within ninety (90) days of receiving all required information of an applicant for an ambulance service license, notify the applicant in writing of its decision either to grant a license, or to deny a license.

B. Cause for denial of an ambulance license shall include, but not be limited to, the following:

1. Inadequacy of the vehicles proposed to be utilized as ambulances.
2. Evidence of a permit to operate ambulance service having previously

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

been revoked in any other jurisdiction or any significant negative action having been taken against the owner(s) or applicant(s) for the license with regard to operation of emergency ambulance service in a previous jurisdiction.

3. Documentation, upon review of references of the ambulance service or owner(s) or operator(s) thereof, that there is a significant question regarding the ability of the applicant to provide quality emergency ambulance service.

4. Evidence that the proposed place of business would cause significant traffic congestion.

5. Evidence that the proposed paint scheme on the ambulance would cause confusion with regard to identification of the ambulance sufficient to disrupt safe operation of the ambulance service or some other similar emergency service within the County.

6. Any other reason or combination of reasons which leads to the determination by the local EMS agency that the applicant does not, or will not, meet all requirements within this chapter.

C. Appeal of denial: If agreement cannot be reached between the applicant and the LEMSA within thirty (30) days of the initial notification of denial of a license, applicant may file an appeal with the County board of supervisors. A hearing on the request shall be scheduled before the board of supervisors within ninety (90) days from the receipt of written request for an appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. The decision by the board of supervisors, or their designated hearing officer, shall be final.

8.52.070 Bond required.

To protect the interest of the citizens of Mariposa County and to maintain stability of ambulance service in the County, the owner of the licensed ambulance service shall post a performance bond, or other performance security acceptable to the LEMSA, with a value of no less than one hundred and twenty-five thousand dollars ($125,000.00). In the event that the licensee fails to adequately perform its obligations under this chapter, Mariposa County will have the right to call upon the bond for damages resulting from the failure to perform.

8.52.080 Subsidy by County.

Nothing herein shall be deemed to require the County to pay a subsidy to any holder of a license for ambulance service in the County.

8.52.090 Assigning emergency calls.

In the event that there are ambulance services which overlap in any geographical area of the County, a system to divide calls for emergency ambulance service among or between the ambulance services shall be devised by the LEMSA and executed by the dispatch agency. In devising this system, the health and safety of the citizens of Mariposa County shall be the primary concern; financial equitability by distribution of calls shall be a secondary concern.

8.52.100 Temporary licenses.

The County Health Officer may grant a temporary license for ambulance service to cover the period of time during which formal processing of an application for a license is taking place. To do so, the health officer must find that it is in the best interest of the citizens of the County that such a temporary license be granted, and that the ambulance service to which the temporary license is granted has reasonably demonstrated its ability to provide ambulance service at a level necessary to protect the public health and safety.

8.52.110 Revocation or suspension of license.

Any licensee who violates any section of this chapter may be subject to revocation or suspension of its license to operate ambulance service.

8.52.120 Fees.

Fees may be set by the board of supervisors from time to time by resolution.

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

SECOND READING

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chairman
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-238

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Memorandum of Understanding (MOU) with Mariposa County Unified School District(MCUSD)

RECOMMENDATION AND JUSTIFICATION:
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.

MCUSD will provide funding through its Expanded Learning Operations Program to cover children's registration costs for all Parks & Recreation Day Camp participants. MCUSD will also provide snacks and lunches to the County. The food will be delivered each day to the summer day camp by a certified food handler employed through MCUSD.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 21, 2022, Resolution 2022-372 the Board approved a Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) to fund the cost of registration for Day Camp children.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, many local children will miss the opportunity to be enrolled in summer day camp this year.

FINANCIAL IMPACT:
NONE

ATTACHMENTS:
MOU with Mariposa County2023 (PDF)

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

REF ID# 13987

Attachment: MOU with Mariposa County2023 (RES-2023-238 : Approve an Memorandum of Understanding (MOU) with Mariposa County Unified

MEMORANDUM OF UNDERSTANDING

BETWEEEN

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT AND

COUNTY OF MARIPOSA

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 6th day of February, 2023, by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT ("MCUSD") and the COUNTY OF MARIPOSA ("COUNTY"), a political subdivision of the State of California.

WHEREAS, the COUNTY for many years has offered a summer day camp for children ages 7 through 12; and

WHEREAS, the parties desire to make the summer day camp experience available to more MCUSD students; and

WHEREAS, MCUSD has deemed it in the public interest to provide funding through its Expanded Learning Operations Program grant to cover children's registration costs for this service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby enter into this agreement for the provision of summer day camp services to MCUSD students as follows:

MCUSD RESPONSIBILITIES

1. MCUSD shall provide COUNTY a sum not to exceed TWENTY-THREE THOUSAND FOUR HUNDRED DOLLARS ($23,400) to be used by COUNTY to apply towards children's registration costs though the Mariposa County Parks and Recreation Summer Camp Program, during the period of June 12, 2023 to August 11, 2023.
2. MCUSD shall provide a lump sum payment on or before June 1, 2023.
3. MCUSD will provide snacks and lunches to the COUNTY for the use of children participants in the summer day camp during the term of this Agreement, which food will be delivered each day to the location of the summer day camp by a certified food handler employed through MCUSD.

COUNTY RESPONSIBILITIES

1. COUNTY shall make the summer day camp available to all age appropriate MCUSD students without charging a registration fee.
2. COUNTY shall provide MCUSD a check in and check out list of participants for each day of the summer day camp during this Agreement. These participant check in and check out lists shall be delivered to MCUSD no later than August 30, 2023.

GENERAL TERMS

1. The term of this agreement begins on the date this Agreement is approved by the COUNTY's Board of Supervisors and signed by MCUSD and County and ends August 30, 2023.
2. Either party may terminate this Agreement upon 30 days written notice to the other party.
3. It is mutually agreed that this Agreement may be modified or amended only upon written mutual assent of the parties hereto.

INDEMNIFICATION

1. To the fullest extent permitted by law, MCUSD 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 MCUSD 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.
2. To the fullest extent permitted by law, COUNTY shall hold harmless, defend at its own expense, and indemnify MCUSD, 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 COUNTY or its officers, agents, or employees, in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses, arising from MCUSD's sole negligence or willful acts.

Attachment: MOU with Mariposa County2023 (RES-2023-238 : Approve an Memorandum of Understanding (MOU) with Mariposa County Unified

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair

Board of Supervisors

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

3.9.23

COUNTERSIGNED:

(Government Code 25103)

Danielle Bondshu

Clerk of the Board

APPROVED AS TO LEGAL FORM

Steven W. Dahlem

County Counsel

Attachment: MOU with Mariposa County2023 (RES-2023-238 : Approve an Memorandum of Understanding (MOU) with Mariposa County Unified

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim May 10, 2023 as Fentanyl Awareness Day

RECOMMENDATION AND JUSTIFICATION:

Proclaim May 10, 2023 as "Fentanyl Awareness Day."

Fentanyl Awareness Day aims to amplify nationwide efforts to increase awareness and decrease demand for fentanyl, which is a highly addictive synthetic opioid that continues to drive the overdose epidemic.

Mariposa County joins the many voices nationwide dedicated to educating the public on the serious dangers of fentanyl poisoning from fake pills and other illicit drugs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the first proclamation of it's kind for the Board to approve.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to highlight the occasion.

ATTACHMENTS:
Proclaim May 10 Fentanyl Day BOS Proclamation 2023 (DOCX)

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

The Mariposa County Board of Supervisors
proclaims

May 10, 2023
as
"Fentanyl Awareness Day"

WHEREAS Fentanyl is a highly addictive synthetic opioid that is up to 50 times stronger than heroin and 100 times stronger than morphine, and continues to drive the overdose epidemic; and

WHEREAS Fentanyl is the single deadliest drug threat our nation has ever encountered; and fentanyl poisoning is now the leading cause of death for adults aged 18-45 in the US, surpassing suicide, gun violence and car accidents; and

WHEREAS Rainbow Fentanyl is a new drug trend that is emerging in the United States with brightly colored fentanyl pills and powders that look like chalk or candy, potentially making them more attractive to children and young people; and

WHEREAS there have been many fentanyl deaths in young people; and emergency department visits for non-fatal opioid overdoses in Californians ages 10-19 more than tripled from 2018 to 2020; and

WHEREAS just two milligrams can cause overdose or death; and fentanyl cannot be smelled or tasted, making it nearly impossible to tell if drugs contain, or have been laced with, the opioid without specific fentanyl test strips; and

WHEREAS, Naloxone, also known as Narcan, is a life-saving medication that can rapidly reverse the effects of opioids overdoses and fentanyl if given in time.

NOW, THEREFORE, BE IT KNOWN that the Mariposa County Board of Supervisors hereby proclaims May 10, 2023, to be "Fentanyl Awareness Day" and wishes to amplify efforts to increase awareness and decrease demand for fentanyl, and call upon the citizens, government agencies, public and private institutions, businesses, and schools in Mariposa County to commit our community to increasing awareness and understanding of the dangers of fentanyl.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 2nd day of May 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: Proclaim May 10 Fentanyl Day BOS Proclamation 2023 (2023-56 : Proclaim May 10, 2023 as Fentanyl Awareness Day)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI

RECOMMENDATION AND JUSTIFICATION:
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.

The Board of Supervisors entered into a professional services agreement with NBS Consulting to study the full cost of providing fire safety inspection services on November 1, 2021. The resulting NBS Final Report and recommended fee schedule is attached to this board item.

The report includes the financial analysis conducted to determine the fully burdened hourly rate for the fire safety inspections, as well as comparable fee schedules in neighboring counties.

Staff recommends collecting full cost on fire safety inspection fees with the exception of those charged to public educational facilities.

Staff also recommends including a fee adjustment formula to allow for fire safety inspection fees to keep up with annual cost of living adjustments. This is a practice which is already in place for land management development services fees.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do no approve or modify the proposed fee schedule.

ATTACHMENTS:
MCFD_Final Report_03.27.23 (PDF)
Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (PDF)
Resolution Fire Fee Schedule_Exhibit 1 (PDF)
K.1 - Michael Day_Redacted (PDF)
K.1 - Theresa Cook - Email_Redacted (PDF)

REF ID# 13970

K.1 - Theresa Cook (PDF)

RESULT: DIRECTION GIVEN

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

MARIPOSA COUNTY FIRE DEPARTMENT

FIRE PREVENTION PROGRAM

Final Report for:

Fee Study

March 27, 2023

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
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Cost of Service Analysis (Fee Tables) Appendix A

Fee Comparison Appendix B

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

1. EXECUTIVE SUMMARY

NBS performed a Fee Study for the Mariposa County Fire Department's Fire Prevention Program. This report presents the Study's findings and recommendations as needed to establish and update various fees for services. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold relevant statutory requirements of the State of California.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. Additionally, the fees considered in this Study fall outside of the definition and statutory requirement to impose general taxes, special taxes, and fees as a result of property ownership.

Primary reasons for conducting a Fee Study are twofold: (1) first, to ensure that existing fees do not exceed the costs of service, and (2) second, to provide an opportunity for the Board of Supervisors to re-align fee amounts with localized cost recovery policies.

1.1 Findings

This Study examined user and regulatory fees managed by the County's Fire Prevention Program. The Study identified an estimated $126,000 in eligible costs for recovery from fees for services, compared to approximately $3,000 currently collected each year from fees. The following table provides a summary of the Study's results:

Table 1. Summary of Cost Recovery Outcomes

Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage	Annual Estimated Revenues at Recommended Cost Recovery Fee	Recommended Cost Recovery Percentage
$ 3,231	$ 126,132	$ (122,901)	3%	$ 90,782	72%

As shown in Table 1, the County is recovering approximately 3% of the costs associated with providing fee-related services. Should the Board adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional $123,000 in costs could be recovered.

As Section 2.2.3 later explains, there may be local policy considerations that support adopting fees at less than the calculated full cost recovery amount. As such, County staff provided initial recommended fee amounts for the Board's consideration. At initially recommended fee amounts, an additional $91,000 in costs could be recovered, for a cost recovery rate of 72%.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, and discusses initially recommended fee amounts. The report is organized into the following sections:

- Section 2 - General framework, approach, and methodology of the Fee Study.
- Section 3 - Results of the cost of service analysis performed for Fire Prevention services, including: (1) fully burdened hourly rate(s); (2) calculation of the costs of providing service; and, (3) the cost recovery performance of each fee category.
- Section 4 - Conclusions of the analysis provided in the preceding sections.
- Appendices to this report include the detailed fee analysis and a comparison of fees charged by neighboring agencies for similar services.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

2. INTRODUCTION AND FUNDAMENTALS

2.1 Scope of Study

The following is a summary of the fees evaluated by this Study:

A. California Fire Code Permits
B. Mandated and/or Annual Occupancy Inspections
C. Development, Plan Review, and Inspection
D. Miscellaneous Fees for Services

The fees examined in this report specifically exclude development impact fees, and any special tax assessments which fall under a different set of statutory and procedural requirements from the body of user and regulatory fees analyzed in this Study. The Study also excludes facility and equipment rental rates, as well as most fines and penalties imposed by the County for violations of its requirements or codes.[1]

2.2 Methods of Analysis

Three phases of analysis were completed for the County:

2.2.1 COST OF SERVICE ANALYSIS

The cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated organization-wide overhead. Definitions of these cost components are as follows:

- **Direct Labor costs –** Salary, wages, and benefits expenses for personnel specifically involved in the provision of fire prevention services and activities to the public.
- **Indirect labor costs –** Personnel expenses supporting the provision of services and activities. This can include line supervision and management, administrative support within a

[1] According to the California Constitution Article XII C § 1 (e) (4) and (5), the County is not limited to the costs of service when charging for entrance to or use of government property, or when imposing fines and penalties.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

division/program, and staff involved in technical activities related to the direct services provided to the public.

- **Specific direct non-labor costs –** When applicable, discrete expenses incurred for a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.
- **Allocated non-labor costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Executive Director, Finance, Human Resources, etc.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred in the provision of all services and activities County-wide.

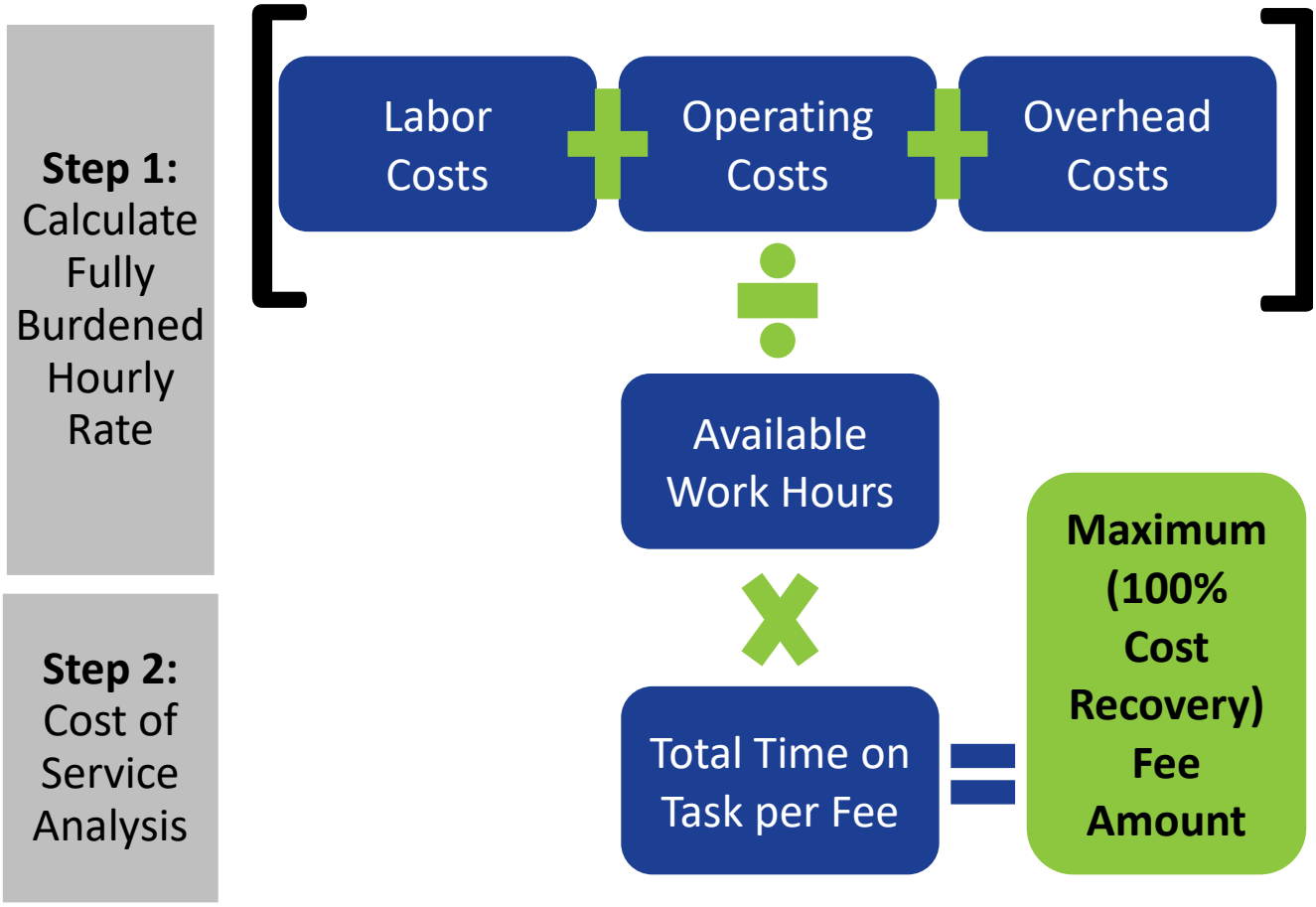
Nearly all the fees reviewed in this Study require specific actions on the part of County staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Fire Prevention Program. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened labor rate requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services. NBS derived the hours available based on the complete list of all the Fire Prevention Program employees and/or available service hours of its contracted professionals (where applicable).

The County supplied NBS with the total number of paid labor hours for each employee involved in the delivery of services included in this Study. These available hours represent the amount of productive time available to provide both fee-recoverable and non-fee recoverable services and activities. Available labor hours divided into the annual full costs of service equal the composite, fully burdened, labor rate. Some agencies may also use the resulting rates for purposes other than setting fees, such as calculating the full cost of general services or structuring a cost recovery agreement with another agency or third party.

NBS also assisted the County in estimating the staff time for the services and activities listed in the County's fee schedule. Time tracking records can prove useful in identifying time spent providing general categories of service; however, the County does not systematically track the service time of activities for all individual fee-level services provided. Therefore, NBS also relied on interviews and questionnaires to develop the necessary data sets of estimated labor time. In many cases, the County provided estimates of the average amount of time (in minutes and hours) it took to complete a typical service or activity considered on a per-occurrence basis.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and the County to assess the reasonableness of such estimates. Based on the results of this review, the County reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level provided by the County. Finally, the fully burdened labor rate(s) calculated in earlier steps were applied at the individual fee level time estimates, yielding an average total cost of providing each fee for service or activity. The graphic below provides a visual representation of the steps discussed in this section.



2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- **Addition to and deletion of fees** – The Study provided the County with the opportunity to propose additions and deletions to their current fee schedules, as well as re-name, re-organize, and clarify which fees were to be imposed. Many of these fee revisions allowed for better adherence to current practices, as well as the improvement in the calculation, application, and collection of the fees owed by an individual. Some additions to the fee schedule were simply the identification of existing services or activities performed by County staff for which no fee is currently charged.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

- **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- **Documentation of the tools used to calculate special cost recovery –** The County's fee schedule should include the fully burdened hourly rate(s) developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the Board of Supervisors to approve rates for cost recovery under a "time and materials" approach. It also provides clear publication of those rates so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, published rates are used to estimate a flat fee or bill on an hourly basis.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Here are the possible outcomes of the fee analysis:

- Cost recovery rate of 0% - This signifies that there is currently no current recovery of costs from fee revenues (or insufficient information available for evaluation).
- Cost recovery rate of 100% - This means that the fee currently recovers the full cost of service.
- Cost recovery rate between 0% and 100% - This indicates partial recovery of the full cost of service through fees.
- Cost recovery rate greater than 100% - This means that the fee exceeds the full cost of service. User fees and regulatory fees should not exceed the full cost of service.

In all cases, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service-based fee to a tax which has other procedural requirements, such as ballot protest or voter approval.

The next step in the process is for the Board to adopt a "target" level of cost recovery for each fee, established at either 100% or any amount less than the calculated full cost of service. Targets and recommendations reflect discretion on the part of the agency based on a variety of factors, such as existing County policies and agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general method of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question, such as:

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reinforcing the fact that a service which truly benefits the public is best funded by general resources of the County, such as revenues from the General Fund (e.g., taxes).

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

Conversely, when a service or activity wholly benefits an individual or entity, the cost recovery is generally closer to or equal to 100% of cost recovery from fees collected from the individual or entity.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following factors and considerations may influence or supplement the public-versus-private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
- Does current demand for services support a fee increase without adverse impact to the community served or current revenue levels? In other words, would fee increases have the unintended consequence of driving away the population served?
- Is there a good policy basis for differentiating between the type of user (e.g., residents vs. non-residents, residential vs. commercial, non-profit entities, and business entities)?
- Are there broader County objectives that merit a less than full cost recovery target from fees, such as economic development goals and local social values?

NBS provided the cost of service calculation based on 100% full cost recovery and the framework for the County's use to adjust the amount of cost recovery in accordance with its broader goals as they pertain to code compliance, cost recovery, economic development, and social values.

2.2.4 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- The County's Adopted Budget for Fiscal Year 2021-22
- A complete list of the Fire Prevention Program personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- Prevailing fee schedules
- Annual permit volume data provided by the Fire Prevention Program

The County's adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate the County's financial documents and budget practices, nor was the cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts the County's budget as a legislatively adopted directive describing the most appropriate and reasonable level of County spending. NBS consultants accept the Board of Supervisors' deliberative process and the County's budget plan and further assert that through this legislative process, the County has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

2.2.5 FEE COMPARISON

Appendix B presents the results of the Fee Comparison. Often policy makers request a comparison of fees to surrounding or similar communities. The purpose of a comparison is to provide a sense of the local

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments. The following counties were chosen for purposes of comparison: Madera, Merced, Fresno, and Tuolumne. Also, regarding the general approach to, and use of, comparative survey data:

- Comparative surveys do not provide information about the cost recovery policies or procedures inherent in each comparison agency.
- A "market based" decision to price services below the full cost of service calculation, is the same as making a decision to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis provided for this Study on the comparative agencies' fees.
- Comparative fee survey efforts are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for provision of similar services.

In general, NBS reasonably attempts to source each comparison agency's fee schedule from the Internet, and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the client's existing fee structure.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

3. FIRE PREVENTION PROGRAM

Fire Prevention is dedicated to maintaining a proactive approach to reducing the risk to lives and property within Mariposa County. Fire Prevention staff primarily perform annual regulatory permitting and inspections of existing businesses and facilities, as well as review and inspection of sprinkler systems, alarm systems, and other development services related requests. Occasionally, Fire Prevention staff also investigates the causes of fires or complaints regarding illegal burning or other hazardous conditions.

3.1 Cost of Service Analysis

For purposes of fee analysis, NBS developed a composite, fully burdened, hourly rate for Fire Prevention services, as shown in Table 2 below:

Table 2. Fully Burdened Hourly Rate

Cost Element	Suppression Services	Prevention Direct Services	Total
Labor	$ 443,270	$ 57,221	$ 500,491
Recurring Non-Labor	2,272,307	20,278	2,292,585
Countywide Overhead	481,097	19,189	500,286
Division Support Activities	-	174,703	174,703
Division Total	**$ 3,196,674**	**$ 271,391**	**$ 3,468,065**
Fully Burdened Hourly Rate	**n/a**	**$ 226**	
Reference: Direct Hours Only	*n/a*	*1,203*	

Section 2.2, *Methods of Analysis,* further describes the types of expenditures and allocated costs considered in the development of the rate. All subsequent cost of service calculations at the individual fee level for the Fire Prevention Program assume a fully burdened hourly rate of **$226**.

Because the Fire Prevention Program is combined within the overall organizational and accounting structure of the Fire Department, this Study also recognizes costs associated with services that are not generally recoverable in user or regulatory fees for service. As shown in Table 2, the total cost of the Fire Department in total is approximately $3.5 million per year for all activities and services provided. $271,000 of costs are associated with the Fire Prevention Direct services, and $3.2 million are for general operations/suppression related services.

3.2 Fee Establishment

The fee schedule established during this Study is comprised mostly of new fees that are not currently charged by the County for fire prevention services. Currently, the County has one fee available for

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

recovery of Fire Prevention services as pertains to review of building plans and/or sprinkler and alarm permits. However, the Fire Prevention Program is providing a number of services that are typically charged for in other agencies. One of the primary goals of this Study is to provide the Board of Supervisors with the opportunity to implement a fee program that better supports cost recovery for services, in alignment with local policies and industry standards regarding cost recovery.

The fee structure created for the Fire Prevention Program is segregated into four main service categories, as follows:

- **Section A. California Fire Code Permits –** The Fire Prevention Program issues operational permits as required by the California Fire Code. Fees are structured by type of permit or service required.
- **Section B. Mandated and/or Annual Occupancy Inspections –** The Fire Prevention Program inspects certain institutional, commercial, and Residential care occupancies on a periodic basis, as required by State laws. Fees are structured by occupancy type and size.
- **Section C. Development, Plan Review, and Inspection –** The scope of this Study determined the full cost of providing plan review and field inspection services related to construction of new buildings / structures, as well as improvements to existing buildings / structures. Additionally, the Fire Prevention Program also regulates installation and improvement to fire sprinkler and fire alarm systems, underground fire service, fire pump testing and water tank installation.
- **Section D. Miscellaneous Fees for Services –** Includes fees for miscellaneous services such as vacation rental inspections, reinspections, special events, and other activities not covered under previous categories listed.

3.3 Cost Recovery Evaluation

Appendix A presents the results of the detailed cost recovery analysis of fees for the County's Fire Prevention Program. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list. The "Existing Cost Recovery Percentage" column indicates how much each fee currently charged by the County is recovering of the costs of providing services. Because the County is not charging many fees for the services it provides, most of the cost recovery percentages for existing services show a 0% recovery rate.

Currently, the Fire Prevention Program in total is recovering approximately 3% of the total annual cost of providing services from fees. As Table 3 shows, the County collects approximately $3,000 per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the County would recover approximately $126,000.

Table 2 above shows that the full cost of providing Fire Prevention Program services is approximately $271,000 per year. It should be noted that the fee program is not targeting recovery of 100% of the total annual cost of providing all prevention related services. The County's Fire Prevention Program also provides services which are, for the most part, supported by general funds of the County such as investigating causes of fires, investigating complaints of illegal burning or other hazardous conditions, hazard abatement, and public education programs. These services should not be expected to achieve cost recovery through the fees for services shown in Appendix A.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

Table 3. Summary of Cost Recovery Outcomes

Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage	Annual Estimated Revenues at Recommended Cost Recovery Fee	Recommended Cost Recovery Percentage
$ 3,231	$ 126,132	$ (122,901)	3%	$ 90,782	72%

County staff also provided initially recommended fee amounts for each fee for service shown in Appendix A. The recommendations include recovery of 100% for each fee for service except for State-mandated annual inspections for educational facilities, where private school inspections are recommended at a 10% recovery rate and public schools at 0% (no charge). From here, the Board will review and consider this proposal and adopt the appropriate cost recovery levels at or below the initially recommended amounts.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

4. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the proposed Fire Prevention Program Fee Schedule has been prepared and included in the County's Staff Report for the Board's review and adoption.

As discussed throughout this report, the intent of the proposed fee schedule is to improve the County's recovery of costs incurred to provide individual services, as well as adjust fees where the fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect County revenues is difficult to quantify. For the near-term, the County should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the County, proposed fee amendments should enhance the County's cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the County. Once adopted by the Board of Supervisors, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.

The County should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, for example, the County could use a Consumer Price Index adjustment that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change. Typically, a comprehensive study of this nature is performed approximately every five years.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the County's budgets, time estimate data, and workload information from County staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

APPENDIX A

Cost of Service Analysis

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
A. CALIFORNIA FIRE CODE PERMITS															
1	California Fire Code Permits														
	Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.														
	First Permit	per permit		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	10	$ -	$ 3,385	$ 3,385
	Each Additional Permit	per permit		0.25	n/a	**0.25**	**$ 56**	New	%	$ 56	100%	-	$ -	$ -	$ -
B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS															
	Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur														
1	State Fire Marshal Regulated Occupancies														
	Commercial Day Care Facility														
	a. 7-50 persons	per year		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 50+ persons	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance														
	a. 7-25 units	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 26-100 units	per request		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	c. 101 or more units	per request		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
	Educational														
	a. Private School	per year		8.81	n/a	**8.81**	**$ 1,988**	New	%	$ 199	10%	6	$ -	$ 11,929	$ 1,193
	b. Public School	per year		8.39	n/a	**8.39**	**$ 1,893**	New	%	$ -	0%	13	$ -	$ 24,614	$ -
	Residential Apartments														
	a. Up to 4 units	per year		2.11	n/a	**2.11**	**$ 476**	New	%	$ 476	100%	-	$ -	$ -	$ -
	b. 5 - 25 Units	per year		3.11	n/a	**3.11**	**$ 702**	New	%	$ 702	100%	7	$ -	$ 4,913	$ 4,913
	c. 26+ Units	per year		4.11	n/a	**4.11**	**$ 928**	New	%	$ 928	100%	4	$ -	$ 3,710	$ 3,710
	Annual Inspection Hotel/Motel														
	a. 7-25 units	per year		2.48	n/a	**2.48**	**$ 560**	New	%	$ 560	100%	8	$ -	$ 4,477	$ 4,477
	b. 26-100 units	per year		4.98	n/a	**4.98**	**$ 1,124**	New	%	$ 1,124	100%	9	$ -	$ 10,115	$ 10,115
	c. 101 or more units	per year		6.98	n/a	**6.98**	**$ 1,575**	New	%	$ 1,575	100%	4	$ -	$ 6,301	$ 6,301
	State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities														
	a. Juvenile hall	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	1	$ -	$ 451	$ 451
	b. Other	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	1	$ -	$ 226	$ 226
2	Other Required Occupancy Inspection (B, M, etc.)	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -

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County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
C. DEVELOPMENT, PLAN REVIEW AND INSPECTION															
1	Planning Application Review	per project		3.00	n/a	**3.00**	**$ 677**	$ 100	15%	$ 677	100%	10	$ 1,000	$ 6,770	$ 6,770
	Applies to the following types of applications, as needed: *Administrative Use Permit* *Commercial, Industrial, Manufacturing Plan* *Conditional Use Permit* *General Plan/Zoning Amendment* *Land Division* *Mining* *Revised Map* *Timber Exclusive* *Time Extension* *Use Permit* *Development Agreement*														
2	Building Plan Review / Fire Life Safety Review														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	20	$ -	$ 9,027	$ 9,027
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	20	$ -	$ -	$ -
3	Review of Solar Permits	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
4	Cell Tower/Antenna														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	5	$ -	$ 2,257	$ 2,257
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
5	Building Final Inspection / Fire Life Safety Review	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.														
6	Fire Alarm System - New Construction														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	$ 446	99%	$ 451	100%	5	$ 2,231	$ 2,257	$ 2,257
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	included above	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693

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7	Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.)														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
8	Underground System and Water Storage Tank (New Construction)														
	Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
9	Overhead Fire Sprinkler System - New System														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee			1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review			n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
10	Overhead Fire Sprinkler System - Tenant Improvement														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -

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County of Mariposa Fire Department
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11	Fire Pump														
	Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
12	Residential Fire Sprinkler System														
	Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
13	Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
14	Kitchen Hood System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
15	Spray Booth														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -

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16	Above or Below Ground Storage Tanks	per permit		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Fee Includes one (2) plan reviews, one (1) inspection/final														
D. MISCELLANEOUS FEES FOR SERVICES															
1	Vacation Rental Inspection	per permit		1.79	n/a	**1.79**	**$ 404**	New	%	$ 404	100%	80	$ -	$ 32,316	$ 32,316
2	Special Event Application Review, Plan Review and Inspection														
	a. Initial Application Review	per event		0.33	n/a	**0.33**	**$ 74**	New	%	$ 74	100%	-	$ -	$ -	$ -
	b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures	per event		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures	per event		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Support provided during event	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
3	PRC 4290 Hazardous Exception Request or Business Inspection (Commercial)	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
4	PRC 4291 Fuel Reduction Clearance	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
5	Occupant Load Calculation	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
6	Plan Check Resubmittal/Back Check	per submittal		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
7	Re-Inspection	per inspection		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
8	After Hours Plan Review/Inspection (Overtime)	per hour		1.00	n/a	**1.00**	**$ 238**	New	%	$ 238	100%	-	$ -	$ -	$ -
9	Services otherwise not listed above	hourly/actual cost		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
TOTAL													**$ 3,231**	**$ 126,132**	**$ 90,782**

[Notes]

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

APPENDIX B

Fee Comparison

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County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
FIRE INSPECTION SERVICES									
A. CALIFORNIA FIRE CODE PERMITS									
1	California Fire Code Permits								
	Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.								
	First Permit	per permit		New	$ 339	*no comparison*	$170 - $340	*no comparison*	*no comparison*
	Each Additional Permit	per permit		New	$ 56				
B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS									
	Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur								
1	State Fire Marshal Regulated Occupancies								
	Commercial Day Care Facility								
	a. 7-50 persons	per year		New	$ 226	Community Care Licensing Inspection $50	$ 50	*no comparison*	1-6 persons: $86.75 7-49 persons: $130 50-149 persons: $173 150 + persons: $347
	b. 50+ persons	per year		New	$ 451				
	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance								
	a. 7-25 units	per request		New	$ 226	Community Care Licensing Inspection $50	*no comparison*	*no comparison*	Residential Care Facility 1-6 beds: $86.75 7-25 beds: $173 26-100 beds: $302.50 101-300 beds: $433.75 301+ beds: $520.50 Skilled Nursing 7-25 beds: $173 26-100 beds: $302.50 101-300 beds: $433.75 301+ beds: $520.50 Hospital: $691.50
	b. 26-100 units	per request		New	$ 451				
	c. 101 or more units	per request		New	$ 677				
	Educational								
	a. Private School	per year		New	$ 1,988	*no comparison*	$50 or $100	*no comparison*	1-99 students: $130 100-199 students: $260.25 200+ students: $389
	b. Public School	per year		New	$ 1,893	*no comparison*		*no comparison*	*no comparison*

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County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
	Residential Apartments								
	a. Up to 4 units	per year		New	$ 476	*no comparison*	Large: $509 Medium: $379 Small: $170	Multi-family Dwelling Inspections: $224	up to 4 units: $86.75 5-25 units: $173 26-100 units: $302.50 101-300 units: $433.75 301+ units: $520.50
	b. 5 - 25 Units	per year		New	$ 702				
	c. 26+ Units	per year		New	$ 928				
	Annual Inspection Hotel/Motel								
	a. 7-25 units	per year		New	$ 560	*no comparison*	*no comparison*	*no comparison*	7-25 units: $260 26-100 units: $347 101-300 units: $433.75 301+ units: $520.50
	b. 26-100 units	per year		New	$ 1,124				
	c. 101 or more units	per year		New	$ 1,575				
	State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities								
	a. Juvenile hall	per year		New	$ 451	*no comparison*	*no comparison*	*no comparison*	$ 260
	b. Other	per hour		New	$ 226				
2	Other Required Occupancy Inspection (B, M, etc.)	per year		New	$ 451	Business Inspection $139	*no comparison*	*no comparison*	*no comparison*
C. DEVELOPMENT, PLAN REVIEW AND INSPECTION									
1	Planning Application Review	per project		$ 100	$ 677	*no comparison*	*no comparison*	*no comparison*	*no comparison*
	Applies to the following types of applications, as needed: *Administrative Use Permit* *Commercial, Industrial, Manufacturing Plan* *Conditional Use Permit* *General Plan/Zoning Amendment* *Land Division* *Mining* *Revised Map* *Timber Exclusive* *Time Extension* *Use Permit* *Development Agreement*								
2	Building Plan Review / Fire Life Safety Review								
	Fee includes one initial plan review and one back check. *Resubmittal fees may apply beyond one back check.*								
	a. Processing Fee	per project		New	$ 451	*no comparison*	$182 first hr./ variable	*no comparison*	*no comparison*
	b. Plan Check	per project		New	Actual Cost; $300.00 Minimum				
3	Review of Solar Permits	per project		New	$ 451	*no comparison*	*no comparison*	*no comparison*	$ 260
4	Cell Tower/Antenna								
	Fee includes one initial plan review and one back check. *Resubmittal fees may apply beyond one back check.*								
	a. Processing Fee	per project		New	$ 451	*no comparison*	*no comparison*	*no comparison*	*no comparison*
	b. Plan Check	per project		New	Actual Cost; $300.00 Minimum				

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	Notes	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
5	Building Final Inspection / Fire Life Safety Review	per project		New	$ 339	Inspection : $139 Inspection (additional): $139	Life Safety: $100	Facilities, New Business, License Inspection, Life safety: $92	$ 260
	Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.								
6	Fire Alarm System - New Construction								
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection								
	a. Processing Fee	per project			$ 451				
	b. Plan Review	per project		$ 446	Actual Cost; $300.00 Minimum	$ 412	$ 509	$ 724	$ 521
	c. Inspection	per project			$ 339				
	d. Final Inspection	per project			$ 339				
7	Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.)								
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection								
	a. Processing Fee	per project		New	$ 451				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 412	*no comparison*	$ 257	$ 521
	c. Inspection	per project		New	$ 339				
	d. Final Inspection	per project		New	$ 339				
8	Underground System and Water Storage Tank (New Construction)	per project		New	$ -				
	Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection					Underground Fire Main Permit: (2 hour Hydrostatic Test and Flush): $412	Plan Review/ Inspection of Underground tanks: $191 Review/ Inspection of Water Storage Tank: $181 first hr./variable	$ 811	*no comparison*
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 451				
	d. Final Inspection	per project		New	$ 451				

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
9	Overhead Fire Sprinkler System - New System								
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection								
	a. Processing Fee			New	$ 226				
	b. Plan Review			New	Actual Cost; $300.00 Minimum	Non-Res: (52k per sq.ft. per riser): $674	Commercial Fire Sprinkler: $679 first 5hrs / variable	20 or fewer heads: $991 21 - 100 heads: $1,035 101-300 heads: $1079 addt'l heads > 300: $2.06 ea.	$ 1,114
	c. Inspection			New	$ 451				
	d. Final Inspection			New	$ 451				
10	Overhead Fire Sprinkler System - Tenant Improvement								
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 331	*no comparison*	$ 782	$ 1,114
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
11	Fire Pump								
	Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 551	*no comparison*	$ 449	$ 521
	c. Inspection	per project		New	$ 677				
	d. Final Inspection	per project		New	$ 677				
12	Residential Fire Sprinkler System								
	Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 371	*no comparison*	$ 663	*no comparison*
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
13	Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226	*no comparison*	*no comparison*	$ 483	$ 607
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
14	Kitchen Hood System								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226	$ 371	$ 382	$ 483	$ 607
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
15	Spray Booth								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226	*no comparison*	*no comparison*	$ 439	*no comparison*
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
16	Above or Below Ground Storage Tanks	per permit		New	$ 451	*no comparison*	Above ground Liquid Bulk Tanks: $382 Underground Tanks: $191	$ 439	*no comparison*
	Fee Includes one (2) plan reviews, one (1) inspection/final								
D. MISCELLANEOUS FEES FOR SERVICES									
1	Vacation Rental Inspection	per permit		New	$ 404	*no comparison*	*no comparison*	*no comparison*	$ 87
2	Special Event Application Review, Plan Review and Inspection								
	a. Initial Application Review	per event		New	$ 74	*no comparison*	*no comparison*	*no comparison*	Carnivals, Fairs, Special Events: $347 Temporary Membrane Structures 400-1,499 sq ft.: $347 1,500-2,999 sq.ft.: $433.75 3,000-5,999 sq.ft.: $520 6,000 + sq.ft.: $607.25
	b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures	per event		New	$ 226				
	c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures	per event		New	$ 451				
	d. Support provided during event	per hour		New	$ 226				

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
3	PRC 4290 Hazardous Exception Request or Business Inspection (Commercial)	per request		New	$ 339	$ 135	*no comparison*	*no comparison*	*no comparison*
4	PRC 4291 Fuel Reduction Clearance	per request		New	$ 339	*no comparison*	*no comparison*	*no comparison*	
5	Occupant Load Calculation	per request		New	$ 226	*no comparison*	*no comparison*	$ 219	*no comparison*
6	Plan Check Resubmittal/Back Check	per submittal		New	$ 226	*no comparison*	*no comparison*	$ 126	*no comparison*
7	Re-Inspection	per inspection		New	$ 226	$ 139	*no comparison*	$ 224	$339.50 + 86.75/hr.
8	After Hours Plan Review/Inspection (Overtime)	per hour		New	$ 238	*no comparison*	$ 127	*no comparison*	*no comparison*
9	Services otherwise not listed above	hourly/actual cost		New	$ 226	*no comparison*	*no comparison*	*no comparison*	*no comparison*

Attachment: MCFD_Final Report_03.27.23 (13970 : Approve Fire Safety Inspection Fee Schedule with

Mariposa County

Fire Prevention Fee Study Presentation to Board

May 2, 2023

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Presentation Agenda

1. Project Goals
2. Project Approach
3. Summary of Results
4. Questions

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Prop 26 – User Fee Guidance

Nov 2, 2010 amended Article XIII C

TAX = any levy, charge, or exaction imposed by local government, except:

- Specific benefit/privilege
- Services or products
- ❖ *Regulatory activities*
- Entrance or use of government property
- Fines and Penalties
- Imposed as a condition of property development
- Assessments and property related fees per Article XIIID (P218)

❖ *May not exceed the cost of providing services*

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Project Goals

1

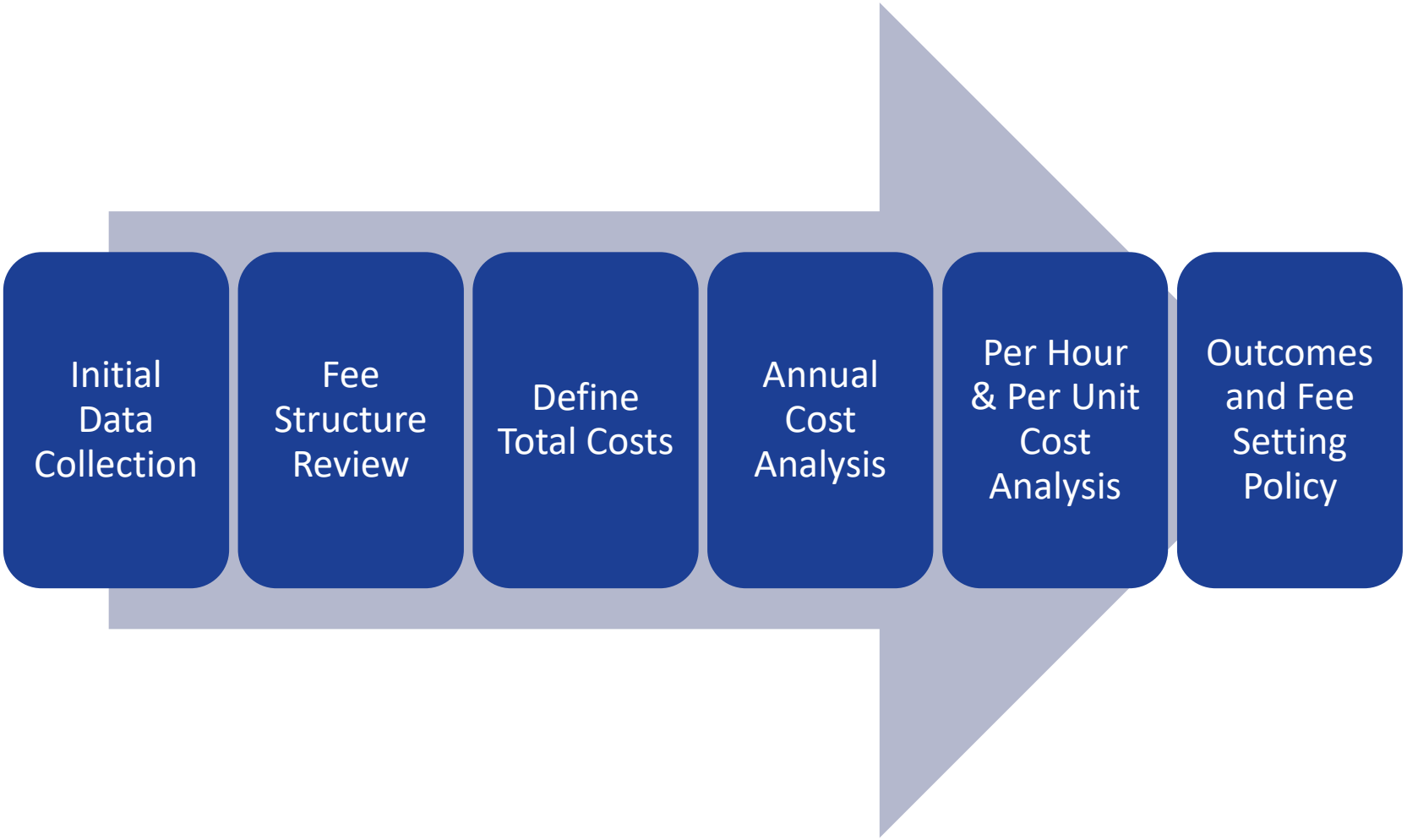
Understand Full Cost of Providing Services

2

Set Municipal Fees Accordingly

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Project Approach



Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Data Sources

1	Adopted Budget and Program Staffing
2	Current Fee Schedule
3	Annual workload / permit data
4	Time Allocation / Time on Task Estimates

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Fee Structure Review

- **Objective:** Addition, Deletion, Modification of Fee Categories
- Mariposa's Fire Prevention Program currently has one fee established
- Most Fire Prevention Programs across the State have full-scale fee programs
- This Fee Proposal offers an industry standard fee schedule that provides a cost recovery mechanism for all services provided:
  - California Fire Code Permits
  - Mandated and/or Annual Occupancy Inspections
  - Development Proposal Review, Plan Check, and Inspection
  - Miscellaneous Fees for Services

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Defining Total Annual Costs

Direct to Fee Program

- Salaries and benefits for Fire Prevention services

Indirect to Fee Program

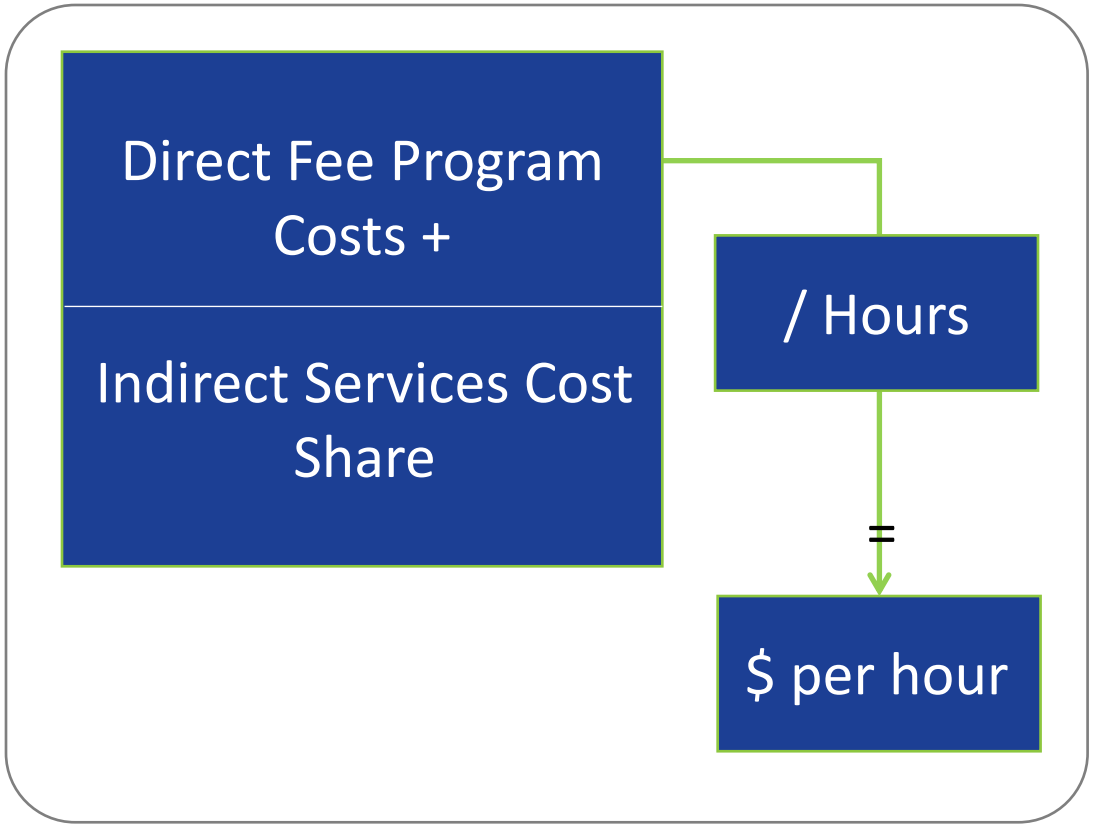
- Allocated share of
  - Department services and supplies
  - Department management and administration
  - County-wide overhead costs (CW CAP)

Excluded from Fee Program

- Fire Suppression direct and indirect costs

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Per Hour Cost Analysis



Hourly Rate

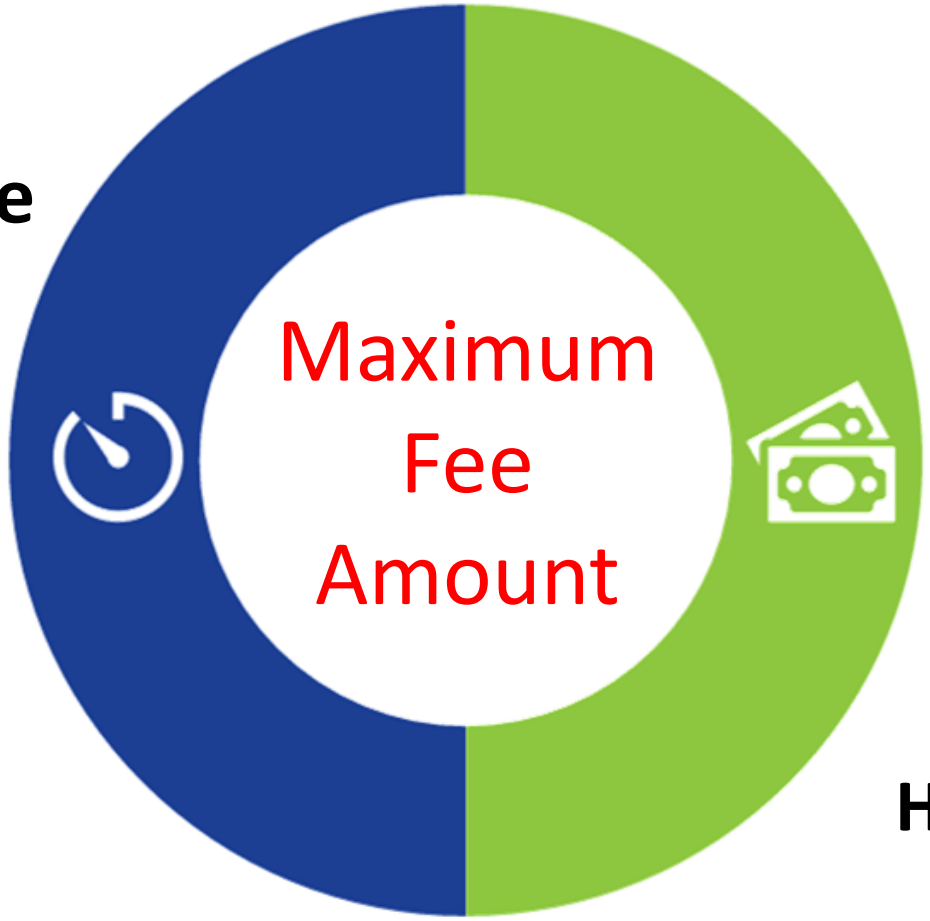
Outcome

✓ Fire Prevention $226

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Per Unit Cost Analysis

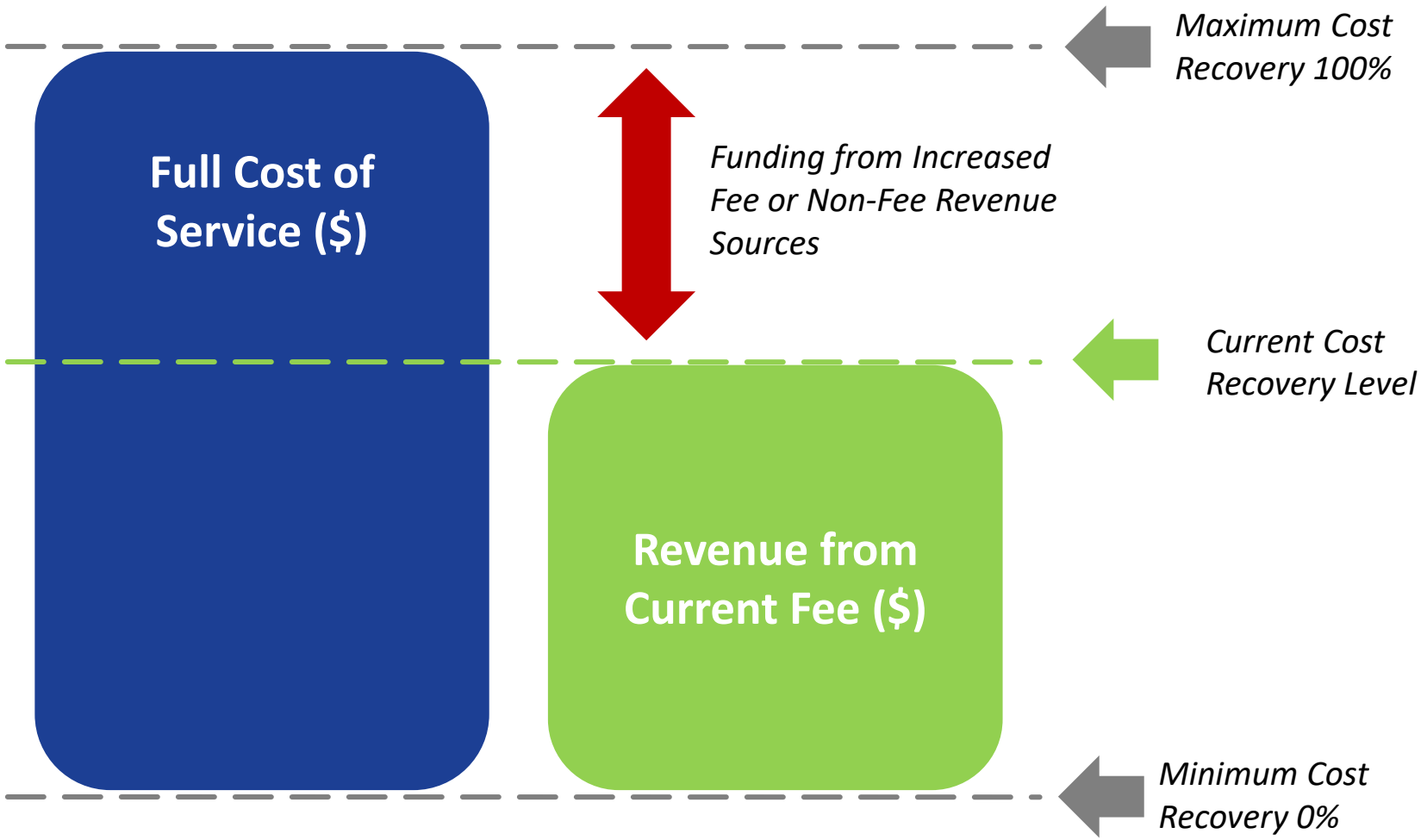
Time to Complete



Fully-Burdened Hourly Rate (FBHR)

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Cost Recovery Policy



Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Summary of Results

Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage	Annual Estimated Revenues at Recommended Cost Recovery Fee	Recommended Cost Recovery Percentage
$ 3,231	$ 126,132	$ (122,901)	3%	$ 90,782	72%

- Mariposa County currently recovers approximately 3% of the total annual cost of providing Fire Prevention services.
- Should the Board adopt all fees at 100% of the Cost of Service per Activity amounts shown, an additional $123,000 could be recovered.
- County staff recommend a fee increase to recover approximately 72% of the cost of providing services. These initial recommendations for adjusted fee amounts recover an additional $88,000.

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Final Report

- Appendix A to the Final Report displays the results of the analysis for the County:
  - **Cost of Service per Activity** = fee amount at 100% cost recovery
  - **Existing Cost Recovery %** - compares the full cost calculation to current fee/deposit
  - **Recommended Fee –** County staff's initially recommended fee proposal for the Board's review
  - **Recommended Cost Recovery %** - compares the recommended fee to the full cost calculation

- Appendix B to the Final Report provides a Comparison of full cost recovery outcomes to neighboring agencies.
  - Counties of Merced, Madera, Fresno, Tuolumne

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

Questions or Comments?

Nicole Kissam
Project Director

nkissam@nbsgov.com

800-676-7516

Attachment: Mariposa County_NBS Fee Study Presentation to Board_5.2.23 (13970 :

MARIPOSA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. 23 -
A resolution adopting a County fire safety inspection fee schedule and a formula for future fee schedule adjustments.

WHEREAS, the Board of Supervisors of Mariposa County is authorized by state law (California Government Code Section 66000 et seq.) to levy fees or service charges for processing development applications and regulatory actions or approvals; and

WHEREAS, user fees assessed for applications or approvals shall not exceed estimates of the actual costs of providing the services; and

WHEREAS, local agencies may, by formal resolution or ordinance, approve adjustments to existing service fees and establish new fees or service charges as necessary to recover estimated costs; and

WHEREAS, the Board of Supervisors of Mariposa County entered into a Professional Services Agreement on November 1, 2021 with NBS Consulting to study the fire safety inspection services provided by the Mariposa Fire department to determine the full cost of providing user services; and

WHEREAS, the NBS Final Report constitutes a comprehensive study and recommendations concerning County user fees and service charges; and

WHEREAS, the County has not charged fire safety inspection fees previously; and

WHEREAS, county fire safety inspection user fees collect less that the fully burdened hourly rate identified in the NBS study; and

WHEREAS, services that are provided to individuals and applicants at less than full cost represent costs that are ultimately borne by County taxpayers; and

WHEREAS, the county desires to increase fees by the increase in the Western Region Consumer Price Index in August of each successive year; and

WHEREAS, a May 2, 2023 scheduled User Fee Public Hearing was advertised three times in a newspaper of general circulation and conducted pursuant to state law (California Government Code Section 66000 et seq.);

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on

NOW THEREFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA RESOLVES AS FOLLOWS:

The Schedule of Fire Safety Inspection Fees contained in Exhibit 1 attached hereto is hereby adopted and shall become effective on July 1, 2023.

The fee schedule will be adjusted on an annual basis, using the following formula:

Fee for all successive years = Prior year fee x (1 + August Prior year CPI)

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California at the meeting of said Board held on the 2nd day of May, 2023 by the following vote;

AYES:
NOES:
EXCUSED:
ABSTAIN:

Miles Menetrey, Chair

Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO LEGAL FORM:

Danielle Bondshu

Clerk of the Board of Supervisors

Steven W. Dahlem

County Counsel

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on

EXHIBIT 1

Cost of Service Analysis

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
A. CALIFORNIA FIRE CODE PERMITS															
1	California Fire Code Permits														
	Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.														
	First Permit	per permit		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	10	$ -	$ 3,385	$ 3,385
	Each Additional Permit	per permit		0.25	n/a	**0.25**	**$ 56**	New	%	$ 56	100%	-	$ -	$ -	$ -
B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS															
	Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur														
1	State Fire Marshal Regulated Occupancies														
	Commercial Day Care Facility														
	a. 7-50 persons	per year		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 50+ persons	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance														
	a. 7-25 units	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 26-100 units	per request		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	c. 101 or more units	per request		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
	Educational														
	a. Private School	per year		8.81	n/a	**8.81**	**$ 1,988**	New	%	$ 199	10%	6	$ -	$ 11,929	$ 1,193
	b. Public School	per year		8.39	n/a	**8.39**	**$ 1,893**	New	%	$ -	0%	13	$ -	$ 24,614	$ -
	Residential Apartments														
	a. Up to 4 units	per year		2.11	n/a	**2.11**	**$ 476**	New	%	$ 476	100%	-	$ -	$ -	$ -
	b. 5 - 25 Units	per year		3.11	n/a	**3.11**	**$ 702**	New	%	$ 702	100%	7	$ -	$ 4,913	$ 4,913
	c. 26+ Units	per year		4.11	n/a	**4.11**	**$ 928**	New	%	$ 928	100%	4	$ -	$ 3,710	$ 3,710
	Annual Inspection Hotel/Motel														
	a. 7-25 units	per year		2.48	n/a	**2.48**	**$ 560**	New	%	$ 560	100%	8	$ -	$ 4,477	$ 4,477
	b. 26-100 units	per year		4.98	n/a	**4.98**	**$ 1,124**	New	%	$ 1,124	100%	9	$ -	$ 10,115	$ 10,115
	c. 101 or more units	per year		6.98	n/a	**6.98**	**$ 1,575**	New	%	$ 1,575	100%	4	$ -	$ 6,301	$ 6,301
	State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities														
	a. Juvenile hall	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	1	$ -	$ 451	$ 451
	b. Other	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	1	$ -	$ 226	$ 226
2	Other Required Occupancy Inspection (B, M, etc.)	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
C. DEVELOPMENT, PLAN REVIEW AND INSPECTION															
1	Planning Application Review	per project		3.00	n/a	**3.00**	**$ 677**	$ 100	15%	$ 677	100%	10	$ 1,000	$ 6,770	$ 6,770
	Applies to the following types of applications, as needed: *Administrative Use Permit* *Commercial, Industrial, Manufacturing Plan* *Conditional Use Permit* *General Plan/Zoning Amendment* *Land Division* *Mining* *Revised Map* *Timber Exclusive* *Time Extension* *Use Permit* *Development Agreement*														
2	Building Plan Review / Fire Life Safety Review														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	20	$ -	$ 9,027	$ 9,027
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	20	$ -	$ -	$ -
3	Review of Solar Permits	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
4	Cell Tower/Antenna														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	5	$ -	$ 2,257	$ 2,257
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
5	Building Final Inspection / Fire Life Safety Review	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.														
6	Fire Alarm System - New Construction														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	$ 446	99%	$ 451	100%	5	$ 2,231	$ 2,257	$ 2,257
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	included above	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
7	Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.)														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
8	Underground System and Water Storage Tank (New Construction)														
	Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
9	Overhead Fire Sprinkler System - New System														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee			1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review			n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
10	Overhead Fire Sprinkler System - Tenant Improvement														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
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11	Fire Pump														
	Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
12	Residential Fire Sprinkler System														
	Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
13	Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
14	Kitchen Hood System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
15	Spray Booth														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

County of Mariposa Fire Department
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16	Above or Below Ground Storage Tanks	per permit		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Fee Includes one (2) plan reviews, one (1) inspection/final														
D. MISCELLANEOUS FEES FOR SERVICES															
1	Vacation Rental Inspection	per permit		1.79	n/a	**1.79**	**$ 404**	New	%	$ 404	100%	80	$ -	$ 32,316	$ 32,316
2	Special Event Application Review, Plan Review and Inspection														
	a. Initial Application Review	per event		0.33	n/a	**0.33**	**$ 74**	New	%	$ 74	100%	-	$ -	$ -	$ -
	b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures	per event		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures	per event		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Support provided during event	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
3	PRC 4290 Hazardous Exception Request or Business Inspection (Commercial)	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
4	PRC 4291 Fuel Reduction Clearance	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
5	Occupant Load Calculation	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
6	Plan Check Resubmittal/Back Check	per submittal		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
7	Re-Inspection	per inspection		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
8	After Hours Plan Review/Inspection (Overtime)	per hour		1.00	n/a	**1.00**	**$ 238**	New	%	$ 238	100%	-	$ -	$ -	$ -
9	Services otherwise not listed above	hourly/actual cost		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
TOTAL													**$ 3,231**	**$ 126,132**	**$ 90,782**

[Notes]

Attachment: Resolution Fire Fee Schedule_Exhibit 1 (13970 : Approve Fire Safety Inspection Fee

Danielle Bondshu

From: michael day [redacted]
Sent: Sunday, April 30, 2023 5:09 PM
To: Shannon Poe; Danette Toso; Danielle Bondshu; Miles Menetrey; Wayne Forsythe; Rosemarie Smallcombe
Subject: 05/02/2023 BOS Agenda item K, 1 (Fire inspection fee)

You don't often get email from [redacted] Learn why this is important

Dear Supervisors,

This letter is in response to the May 02, 2023 Agenda item K:

"1. Administration 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."

My concerns lie, not in the fact that we're seeking a format to retrieve funds for necessary inspections for fire safety protection, but in the seemly exorbitant "fee" recommended, as presented in the packet explanation and the target of these "fees".

The burden for these "fees" will be most keenly felt by the business community of the county, particularly the tourist and hospitality service businesses. Since they are, by far, the major industry in our county, I feel it may affect the general population of the county as a whole. And, as such, be an adverse burden on the whole county. All of the citizens may well be harmed if our "fees" prevent or dissuade businesses from building a structure or upgrading their facility.

As pointed out in the packet (Page 718 of Packet):

"Does current demand for services support a fee increase without adverse impact to the community served or current revenue levels? In other words, would fee increases have the unintended consequence of driving away the population served?"

I think it may.

Also in the report is this (Page 717 of Packet):

"When a service or activity benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reinforcing the fact that a service which truly benefits the public is best funded by general resources of the County, such as revenues from the General Fund (e.g., taxes)."

It could be argued that these businesses are vital to and benefit the public at large. Since TOT is a major source of revenue for county, we all benefit from these businesses' existence and their success.

With that said, I'd like to remind the Board of the California Constitution, Article 13C, which states that the "local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity." As I read the supporting report, I found no proof or evidence that this a reasonable cost.

In closing, I ask that the Board of Supervisors reject this Resolution, for the benefit of the "public at large".

Thank you for your time and consideration.

Attachment: K.1 - Michael Day_Redacted (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

Sincerely,

Michael Day

[redacted] Holtzel Road

Coulterville, CA 95311

(Greeley Hill)

Attachment: K.1 - Michael Day_Redacted (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

Danielle Bondshu

From: Theresa Cook [redacted]
Sent: Saturday, April 29, 2023 1:48 PM
To: Board Clerk
Subject: Mariposa County Fire Department Fee study final report

Some people who received this message don't often get email from [redacted] Learn why this is important

Sent from Mail for Windows

Mariposa County Fire Department Fee Report

To Mariposa County Board of Supervisors,

It is becoming increasingly exhausting to keep up the doings of the BOS. It feels like every month or two, the county is seeking ways to take more of my hard earned money towards fees, taxes and permit fees to name a few. Just for reference as you seek to take more of my money, I work for the MCUSD and make barely over minimum wage with a BA degree. So when you seek to tax and fee us more, remember your constituents.

I am writing this letter to express my concern over a new "fire fee". Now I am not a lawyer, but do consider myself educated and smart, however, these reports are quite confusing. I would appreciate a layman's term of what this proposal is asking. Is there going to be a fee for every property for an annual inspection? Are there higher fees for STR's and Businesses? Are there increased fees for building and permits? DO we know these fees? How does Prop 26 fit into these proposed fees? Was there a recent raise in TOT that was to go to fire prevention?

I am under the impression this is not the first time this subject has come up and was not passed the first two times? The county is sending extremely mixed messages. On one foot you are trying to promote housing and restrict str's. Then you raise permit fees and regulations including extensive fire prevention measures (such as wood used on framing, roof materials, sprinkler systems, clearances, driveways, etc) making it difficult and expensive to build here. You are trying to restrict str's yet they bring in millions in one of the highest tot taxes in Ca. You are seeking to restrict str's yet considering the expansive and resource depleting project of Terramor / KOA.

I did a little search and found that property tax is to be used for schools, libraries, road maintenance, emergency services such as sheriff and police, and county government. County taxes are used to fund the government. TOT tax pays for infrastructure, emergency services, county government and ??.

One last note regarding raising more fees, Most residents have been impacted tremendously by the loss of fire insurance and the unfair cost of the Fair Plan. My personal feeling is that those who are maintaining property and following home hardening guidelines should not be further punished with additional costs. We spend a lot of money keeping property clear and as safe as possible for the next major fire. In a more emotional context, I feel as though the same STR's you want to restrict, are the first you think of to use as a piggy bank. As I stated earlier, it is exhausting keeping up and as a voted position, I would expect elected officials to work for constituents and the community I love.

Respectfully,
Theresa Cook

Attachment: K.1 - Theresa Cook - Email_Redacted (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on

Danielle Bondshu

From: MinuteTraq Notifications <NoReply@IQM2.com>
Sent: Saturday, April 29, 2023 1:41 PM
To: Danielle Bondshu; Dallin Kimble; Danette Toso; Kylee Morrow; Katherine Slenders; Miles Menetrey; Rosemarie Smallcombe; Steve Dahlem; Shannon Poe; Tracy Gauthier; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal

The user Theresa Cook has posted a comment on Legislative File 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.

Comment: Mariposa County Fire Department Fee Report To Mariposa County Board of Supervisors, It is becoming increasingly exhausting to keep up the doings of the BOS. It feels like every month or two, the county is seeking ways to take more of my hard earned money towards fees, taxes and permit fees to name a few. Just for reference as you seek to take more of my money, I work for the MCUSD and make barely over minimum wage with a BA degree. So when you seek to tax and fee us more, remember your constituents. I am writing this letter to express my concern over a new “fire fee”. Now I am not a lawyer, but do consider myself educated and smart, however, these reports are quite confusing. I would appreciate a layman's term of what this proposal is asking. Is there going to be a fee for every property for an annual inspection? Are there higher fees for STR’s and Businesses? Are there increased fees for building and permits? DO we know these fees? How does Prop 26 fit into these proposed fees? Was there a recent raise in TOT that was to go to fire prevention? I am under the impression this is not the first time this subject has come up and was not passed the first two times? The county is sending extremely mixed messages. On one foot you are trying to promote housing and restrict str’s. Then you raise permit fees and regulations including extensive fire prevention measures (such as wood used on framing, roof materials, sprinkler systems, clearances, driveways, etc) making it difficult and expensive to build here. You are trying to restrict str’s yet they bring in millions in one of the highest tot taxes in Ca. You are seeking to restrict str’s yet considering the expansive and resource depleting project of Terramor / KOA. I did a little search and found that property tax is to be used for schools, libraries, road maintenance, emergency services such as sheriff and police, and county government. County taxes are used to fund the government. TOT tax pays for infrastructure, emergency services, county government and ??. One last note regarding raising more fees, Most residents have been impacted tremendously by the loss of fire insurance and the unfair cost of the Fair Plan. My personal feeling is that those who are maintaining property and following home hardening guidelines should not be further punished with additional costs. We spend a lot of money keeping property clear and as safe as possible for the next major fire. In a more emotional context, I feel as though the same STR’s you want to restrict, are the first you think of to use as a piggy bank. As I stated earlier, it is exhausting keeping up and as a voted position, I would expect elected officials to work for constituents and the community I love. Respectfully, Theresa Cook comments here

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=13970

Attachment: K.1 - Theresa Cook (13970 : Approve Fire Safety Inspection Fee Schedule with Annual Adjustments Based on CPI)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Information from SBA on the Sever Winter Storms

RECOMMENDATION AND JUSTIFICATION:

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).

Disaster Assistance includes:

- Homeowners may be eligible for a disaster loan of up to $200,000 for primary residence structural repairs or rebuilding. **SBA may also be able to help homeowners and renters with up to $40,000 to replace important personal property,** including automobiles damaged or destroyed in the disaster.
- Businesses of all sizes and private nonprofit organizations may borrow up to $2 million to repair or replace damaged or destroyed real estate, machinery and equipment, inventory, and other business assets.
- For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private nonprofit organizations of any size, SBA offers Economic Injury Disaster Loans to help meet working capital needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board received this presentation on 4/11/23. SBA has requested to come again for the listening public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to hear what programs are available to local business owners after the recent severe winter storms.

RESULT: WITHDRAWN AND RESCHEDULED Next: 5/16/2023 9:00 AM

MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Local Housing Trust Fund

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction on Local Housing Trust Funds.

The Mariposa County Board of Supervisors has engaged in several important conversations about housing in the community. Some of those conversations have included leveraging Local Housing Trust Funds (LHTFs), which are a flexible financial tool to coordinate local funds with state and federal programs to "fashion a housing strategy that is tailored to the community's unique needs, conditions, and political culture" (ILG, "Local Housing Trust Funds"). In late 2022, the Board set aside $1.4 million to start a Mariposa LHTF.

The State of California organized an LHTF program in 2019 to assist in the development of new local housing trust funds and provide a financial match to participating jurisdictions. On March 7, 2023, the State released a Notice of Funding Available (NOFA) for $53 million in the Local Housing Trust Fund (LHTF) program. The funding provides matching grants to Local Housing Trust Funds established by California cities and Counties. The guidelines for this funding are attached to this item.

State LHTF funds have the potential to increase, by as much as double, the available capital in our local LHTF for housing development. These funds do not need to be committed to a specific project, but thirty percent (30%) of the funds must be used for extremely low-income households (or those with household incomes below 30% of the Area Median Income or AMI); 50% of the funds must be used for households making less than 80% AMI; and the remaining 20% of the funds can be used for moderate income households (120% AMI). Area Median Income ranges from $49,500 - $93,300, depending on the number of people in the household.

The State LHTF competitive grants require two primary commitments with an application due on May 17, 2023. The first required commitment is that the County will continue to contribute annually to the local LHTF for at least five years. The County would also need to commit to move forward with potential projects

Agenda Item - No Resolution Requested

(jurisdictions with housing projects already in the pipeline gain a scoring priority). If these commitments are made and other criteria are met, the State would make a one-time, dollar-for-dollar match of an initial County LHTF investment.

Staff is now seeking Board direction to understand how to proceed. A larger initial investment could yield a larger matching investment from the state, but would encumber those funds for projects that meet the income guidelines outlined above. The opposite is also true: a smaller initial investment would yield a smaller matching investment from the state, but remaining trust funds would remain flexible for any project the Board would like to pursue. A successful grant application would require a five-year commitment to growing the LHTF that would not be matched. Staff is seeking to understand whether the Board would like to pursue these funds, the amount of an initial investment, if any, and the amount of an ongoing investment, if desired.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2018-292 Approved the Comprehensive Housing Program Implementation Study noting Local Housing Trust Funds as a local housing finance strategy.

RES 2019-498 Adopted 2019-2024 Housing Element to the General Plan noting Local Housing Trust Funds as a local housing finance strategy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not discuss and staff will be unable to move forward with an item that could assist with the housing crisis.

ATTACHMENTS:
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2020-Final-Guidelines (PDF)

RESULT: DIRECTION GIVEN

INSTITUTE FOR LOCAL GOVERNMENT
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LAND USE AND ENVIRONMENT

Establishing a Local Housing Trust Fund

A Guide for California Officials

A safe, affordable home is the cornerstone of the California dream. Providing a full range of housing choices is one of the most fundamental elements of a vibrant and livable community. Unfortunately, the dream is out of economic reach for far too many families in California.

The local housing trust fund is a helpful tool communities can use to make affordable housing a reality for their residents. It provides local officials with a vehicle to coordinate a complex array of state and federal programs to fashion a housing strategy that is tailored to the community's unique needs, conditions, and political culture.

The purpose of this guide is to increase the understanding of the role that housing trust funds can play in addressing a community's housing needs. The guide offers local officials information and resources they can use to design or institute a housing trust fund that is best suited to their community's character and circumstances.

Because housing trust funds are created, administered, and operated locally, local officials can use them to reinforce a wide range of community goals:

- Some programs give people a leg up on the economic ladder by helping them become homeowners and build equity.

- Programs can also give people with physical or developmental disabilities the opportunity to live more independently and participate more extensively in community life.

- Housing trust funds can help make sure that the people who teach in the classrooms, respond to emergencies, or police the streets aren't priced out of the market and have a chance to live in and be even more a part of the communities they serve.

Acknowledgements

The Institute for Local Government thanks the **Fannie Mae Foundation** for its generous support of the Institute's Housing Resource Center and the development of this publication.

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We would also like to thank the **Housing Trust Fund Project of the Center for Community Change**. Their resources and publications provided invaluable information on local housing trust funds that is reflected in this report.

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Any errors or omissions are the responsibility of the author and not of the funders or reviewers.

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Establishing a Local Housing Trust Fund

A Guide for California Officials

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What is a Housing Trust Fund?

Increasingly, local communities are creating housing trust funds as a means to find local solutions to California's affordable housing crisis. But what is a housing trust fund? They are dedicated funds that are held *in trust* to be used to provide affordable housing. The agencies that administer them can take many forms, such as a local housing department, a multi-city agency, or a private nonprofit organization.

Local housing trust funds share three common features:

1. They receive *ongoing revenues*, usually from dedicated sources, and are not dependent exclusively on annual appropriations.
2. Funds are *designated to support affordable housing* rather than other community needs.
3. Finally, they include sources of funding *in addition to* those that are otherwise restricted or available to support housing.

One of the principal advantages of local housing trust funds is a regular and predictable stream of relatively flexible revenues. Funds can be used to address priority needs or fill gaps not covered by other housing programs with more rigid rules or requirements. Having a dedicated source of revenue that comes in to the trust fund automatically (such as commercial linkage fees or a portion of the transient occupancy or "hotel" tax) means that funds for housing need not compete with other priorities when it comes time to approve the annual budget. These features allow local agencies to plan ahead and make investments with some confidence that the needed funding will be available in future years.

Some of the most common forms of dedicated revenues agencies use for local housing trust funds in California include:

- **Dedicated Housing Fees.** Many jurisdictions have established commercial linkage fees or housing impact fees on commercial or residential development projects that generate new jobs. The fees are used to support the development of housing affordable to employees living in or attracted to the community. *Condominium conversion fees* for converting rental units to ownership are another example.

  In addition, a large number of jurisdictions have adopted inclusionary housing programs that require new developments meeting certain criteria to provide a percentage of affordable housing as a condition of development. These programs generally allow in-lieu fees to be paid as an alternative to direct construction of the required housing.

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In each case, the funds generated by the fees must be devoted to affordable housing purposes and are usually deposited in a local housing trust fund or similar affordable housing account.

- **Redevelopment Tax Increment Set-Aside Funds.** California law authorizes cities and counties to establish redevelopment areas to combat blight. The redevelopment agency receives the additional property taxes that result from the increased value as the area improves over time – known as the tax increment – to fund redevelopment activities.

  Redevelopment agencies must set aside a minimum of 20 percent of the tax increment to support the provision of affordable housing.[1] Some agencies are required to set aside higher percentages. Others may voluntarily contribute tax increment revenues above the minimum to support affordable housing. Typically, a local housing authority or redevelopment agency administers these funds. There are 414 redevelopment agencies in California, which received $6.2 billion in total revenues in the 2002-2003 fiscal year to use for housing and other redevelopment purposes.[2]

- **Discretionary Local Revenues.** In some cases, local jurisdictions contribute directly to the housing trust fund from discretionary local revenues. These can include general fund appropriations or a designated portion of existing local revenue sources, such as a share of the local sales tax or transient occupancy tax.

- **Grant and Charitable Contribution Funds.** Some funds accept grants, charitable contributions, or other non-recurring sources of funding that are dedicated to affordable housing. These can include revenues from capital campaigns organized by private sector organizations or ongoing contributions by major employers. These housing trust funds may be operated by a single jurisdiction, a consortium of several local agencies, or even an independent nonprofit agency.

- **Loan Repayments and Commercial Development Loans.** Often housing trust funds lend money to private or nonprofit developers for affordable housing projects. Loan repayments are then used to create a revolving fund that allows the trust fund to make additional investments. Housing trust funds can also be used to convey bank commercial development loans, such as investments made to receive credits under the Community Reinvestment Act (CRA). (See text box on page 7 for more information on the Community Reinvestment Act.)

- **State-Funded Local Housing Trust Funds.** Previously, local housing trust funds could receive state funding through Proposition 46, the affordable housing bond enacted in 2002.[3] However, the state funds from Proposition 46 have been fully subscribed. Proposition 1C, the state housing bond that was enacted in November 2006, does not include a program to support local housing trust funds.

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What Do Housing Trust Funds Do?

There are a wide variety of functions that housing trust funds perform and options for programs they can support, depending on:

- The focus and capacity of the agency,
- Any restrictions on the source funds, and
- The amount of money in the fund.

Unlike most state and federal housing programs, local housing trust funds have fewer predetermined conditions restricting their use. Listed below are some of the most typical examples of the uses housing trust funds support and the types of assistance they provide.

Provide Direct Financing and Leverage Other Funds. Housing trust fund dollars can be used to make loans or grants to fill the shortfall (or "gap") in financing needed to make projects work. Some trust funds offer funding up front, enabling the project sponsors to seek additional funding from other sources. Others fill in with needed funding when all other sources have been secured. Another option is to provide loan guarantees to other funders.

Trust funds sometimes use their resources as a local match to secure other sources of funding, such as state bond funds or housing tax credits. This larger pool of funding is then used by the trust fund to support individual affordable housing projects.

Reduce the Cost of Borrowing. Housing trust funds can make low-interest loans to both developers and first-time homebuyers. Low-interest developer financing can help reduce the cost of debt and make the initial financial planning for an affordable housing project "pencil out." In the case of first time homebuyers, small loans can be made for down payment assistance or to cover closing costs. This up-front cash often makes the difference between purchasing a home and renting for many moderate-income families.

Build Capacity. Housing trust funds can be used to increase the ability of local nonprofit (or even for-profit) developers to overcome the difficulties of providing housing to the lowest income households. Developers often find it challenging to put projects together that require that they navigate a complex maze of financial assistance, or incorporate services for people with special needs. Many housing trust fund agencies provide advice and assistance to developers engaged in these kinds of projects. In addition, housing trust fund resources are sometimes used to add staff, hire consultants or offset other administrative and program costs for organizations that are working to increase the housing opportunities within the community.

Preserve and Maintain Affordable Housing. Some trust funds set aside resources to assist low-income homeowners to maintain and repair their homes to preserve the supply of affordable housing in the community. As affordability covenants for rental housing under the federal Section 8 program expire, trust funds may also step in to help nonprofit

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housing organizations purchase rental properties that go on the market, to keep them affordable over the long term. (See the text box below for more information on Section 8 and other federal housing programs.)

Provide Long-Term Rental Assistance and Prevent Foreclosures. Another program that housing trust funds can offer is long-term financial assistance to renters. Through rental assistance programs, the fund provides a financial subsidy to the family renting the unit rather than the developer who built the unit. This can help keep housing affordable in the community and avoid neighborhood gentrification over the long term, even as rents rise. Housing trust funds can also assist low-income homeowners to prevent foreclosure on their mortgages when they have financial difficulties.

Partner with Service Providers. Sometimes, the elderly, migrant farm workers, homeless people, single parent families, and other groups have special needs. In a few cases, local trust funds have partnered with social service programs to help address these needs – such as transportation, counseling, substance abuse treatment, in-home medical assistance, or security – thereby addressing underlying issues that contribute to the need for housing.

Key Federal Housing and Community Development Programs

The ***Section 8*** program provides housing vouchers to assist very low-income families, the elderly, and the disabled to afford housing in the private market. Housing choice vouchers are administered locally by public housing agencies (PHAs.) A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

The ***Community Development Block Grant*** (CDBG) program provides federal grants directly to larger urban cities and counties for activities that benefit low- and moderate-income individuals, eliminate blight, or address a serious and immediate threat to public health and welfare. States distribute CDBG funds to smaller cities and towns. Grant amounts are determined by a formula based upon need.

The ***HOME Investment Partnerships*** (HOME) program provides formula grants to States and localities that communities use—often in partnership with local nonprofit groups—to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.[4]

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Benefits of a Housing Trust Fund

The power of a housing trust fund resides in the ongoing investments that local agencies can make to address the affordable housing problem in their community, the ability to leverage other funds for housing, its flexibility, and the boost it can give to the local economy.

- **Consistency:** A dedicated revenue stream creates a regular (but possibly fluctuating) source of funds to invest in housing that is not put at risk during the budget process. Some trust funds pull from multiple sources, which can yield more money, diversify cash flows, and better spread costs among different sectors of the community.

- **Leverage:** Housing trust funds can be used to attract—or leverage—additional private and public money to affordable housing projects. The Center for Community Change estimates that local housing trust funds leverage as much as $7.50 from private, nonprofit, and other governmental sources to support housing development for every $1 spent from the trust fund.[5]

- **Flexibility:** Flexibility allows local agencies to focus their housing trust fund to meet the highest priority local needs, whether it is transitional housing for the homeless, homeownership opportunities for residents with moderate incomes, or permanent housing for very low-income families.

- **Economic Multiplier:** Housing trust funds can have a significant impact on the local economy. For example, Sacramento's Housing Trust Fund generates $10 in additional economic activity for every $1 spent by the fund. A dollar spent by the housing trust fund to develop affordable housing is estimated to generate $7 in construction-related expenditures, including $4 in wages and $1 in fees for Sacramento County. In addition, each project returns an average of $227,000 to the economy each year in taxes.[6]

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Getting Started

The effort to establish a housing trust fund usually begins by answering three key questions:

1. Is there a need (and the will) to address a shortage of affordable housing?
2. Is there a source of funding that can be dedicated to that purpose?
3. Is there an appropriate local agency capable of initiating and administering the housing trust fund?

Establishing the need for affordable housing and the appropriate local agency takes research and discussion, while determining the best funding sources is typically a difficult fiscal and political question. Listed below are some of the key research steps involved in assessing whether and how to establish a local housing trust fund.[7]

Determining Need

Quantifying the housing need for various income categories is an essential starting point. Most cities and counties do this as part of the regular update of the Housing Element of their general plan, using their share of the regional housing need as determined by the regional planning agency. The number developed will help determine the adequacy of specific funding sources and how persuasive the case is for establishing the trust fund.

Being specific about the unmet need for housing is also important to help provide an adequate legal foundation for any fees or other requirements that may be imposed in conjunction with the program.

Inadequate wages, high living costs, and the shortfall of affordable housing have made it very difficult for low-income, working and middle-class families to purchase homes or find quality rentals at a price they can afford. This is particularly the case in California, which according to the National Low Income Housing Coalition, ranks as the least affordable state in the nation in terms of the cost of housing.[8]

One way to start is to estimate the number of housing units required to serve the unmet needs of the target population and determine the per-unit cost of additional financial support needed to provide them. The result is often shocking.

For example, a large community may need 2,000 units of affordable housing with a gap of $50,000 each between what the target populations can afford and what it costs to provide the housing. The total unmet need would therefore be $100,000,000.

Because of a trust fund's power to leverage other funds, however, this figure can often be divided by a factor of five to ten, depending on the availability of other funds.

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An alternative approach is to estimate how much money local housing providers need to fund the projects they have the capacity to complete. A third useful figure can be derived from the funding applications received by other programs, such as the federal HOME Investment Partnership program (HOME) or the Community Development Block Grant (CDBG) program. A good estimate of need will be what was not funded through these programs. (See text box on page 7 for more information on these federal programs.)

Setting Priorities and Identifying Funding Sources

A housing trust fund will not solve the entire problem. Set a realistic annual revenue goal based on local priorities. The initial objective is to develop a reasonable (as opposed to precise) figure upon which to build a housing trust fund program. In most instances, the housing needs will far exceed the revenues that are likely to be generated. But the figure developed for the annual revenue goal does provide a baseline for setting priorities for the use of limited funds.

Develop search guidelines and criteria for selecting funding sources. The criteria might include examining sources that are related to activities (like new development or employment growth) that create the need for additional affordable housing, sources that can generate significant amounts of new funding, funds that can be efficiently collected, or funding sources that do not unfairly burden a specific sector or group.

Develop a possibilities list. Brainstorm, study other programs, and list new ideas for funding sources. (Information on other programs and potential revenue sources is included in the resources section on page 28.) Some of the best possibilities will need more study as the process progresses. Try to find new or increased revenue sources rather than seeking revenue from an agency or fund already accustomed to receiving that revenue.

Consider alternatives for a given revenue source. For example, instead of increasing a tax, dedicate the amount of revenue in excess of what was collected in a base year to the trust fund, leaving the base amount intact for the original purpose.

Once you've brainstormed, identify the best possibilities. Complete the research on the most probable sources by determining how well they fit the fiscal and political situation in your community.

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Evaluating Potential Revenue Sources

Amount needed. What is the funding target initially and on an ongoing basis? Will the total revenue that can be realistically generated achieve the program goals? If the goal is to generate $5 million per year and the source will only produce $1.5 million, there is more work to do.

Is a new tax or fee required? Although local funding sources in California are constrained by a complex web of state laws and constitutional provisions, housing trust funds have often been successfully funded through an entirely new tax or fee, particularly real-estate related sources such as commercial development linkage fees or in-lieu fees from inclusionary housing programs.

Reliability. How stable are the revenue streams? How reliable are they? Fees based on development will often fluctuate from year to year based on the pace of construction. Federal programs have been cut back significantly in recent years. Grants and loans from state housing programs such as Proposition 46 can run out before new funding is secured through additional bonds or appropriations.

Who collects the revenue and what requirements apply? Is it collected at the local level, but allocated according to state law, as property taxes are in California? Are there options for increasing the tax or fee at the local level? Is there a cap on how much this tax or fee can be increased? What is required to increase the tax or fee? Does an increase require a majority or super-majority vote of elected officials? Does it require a vote by the public or property owners? Is it subject to the protest provisions under Proposition 218? Must it be approved at the state level? These discussions should involve the agency's legal counsel.

Where do the revenues from this source go now? Are they committed to a specific purpose? Do they go to the general fund? Pre-committed funds are usually more difficult to secure. It is sometimes wiser to seek an uncommitted source of revenue—either by increasing an existing source or by identifying funds that are not currently dedicated elsewhere. For example, some California communities set aside more than the required 20 percent of their redevelopment tax increment revenues for affordable housing, directing the additional revenues to a local housing trust fund.

Fairness. Who will pay the tax or fee? Is the revenue source progressive or regressive? In California, many trust fund revenue sources derive from the process of developing real estate and are passed on to developers, property tax payers or homebuyers. Only those individuals who purchase particular goods or services pay some charges, such as transient occupancy taxes. Others, such as state or local general obligation bonds, are paid by the taxpayers-at-large.

Adoption process. How much staff time and other resources will be needed to develop and secure approval of the funding mechanism? What are the steps necessary to adopt the mechanism? Measures that require voter-approval are more challenging and may be harder to implement. Keep in mind as well that public resources may not be used for voter advocacy.

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Developing the Proposal and Generating Support

One approach is to retain a consultant to engage in the analysis of options and develop the proposal to create a housing trust fund. This can be helpful to provide a comprehensive set of potential revenue sources that other housing trust funds use, an analysis of legal and political hurdles, and the steps necessary to establish and provide revenues to a housing trust fund.

Another approach is to create a representative task force that includes people knowledgeable about development, affordable housing needs, public agency budgets, and housing finance. The group can then determine the need, scope and funding possibilities for the housing trust fund. A combined approach is also a possibility. A representative task force can be established to work in tandem with a consultant.

A process that features a task force or group of stakeholders is also useful in dealing with what may be the ultimate hurdle: community skepticism. Broad political support is usually essential in order for a community to create a housing trust fund. Community groups and task forces help generate political support and are often viewed by the general public as "non-political."

If a task force that includes a cross-section of the community puts its weight (and connections) behind a specific proposal, there is a greater likelihood the broader community will support it as well. When important stakeholders are left out of the process, the prospects for success diminish.

Selecting the Right Agency to Administer the Trust Fund

The vast majority of housing trust funds are managed directly by the local city or county creating the trust. The fund is typically housed in the local agency or department with the most experience operating other housing programs. Examples include offices that administer federal programs such as the HOME Investments Partnership program or the Community Development Block Grant (CDBG) program, each of which provides block grants to states and localities.

Other options include a separate public body such as a housing authority or redevelopment agency. This model often includes an oversight body. When private funds are a primary source of funding, a nongovernmental nonprofit organization with an independent board of directors may administer the housing trust fund, rather than a city or county agency.

Often there is little choice as to who will administer the fund because of established policies and practices within the local jurisdiction. But if your situation allows for choice, your best option might be an agency that:

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- Has experience operating a program that grants or lends funds to housing developers.

- Has worked with and respects nonprofit development organizations and other housing organizations in your community.
- Understands and is committed to providing housing for your target population.

- Can entertain and support innovative ways to provide decent, affordable housing.

- Can work well with all the partners and industries involved in housing, including the federal Department of Housing and Urban Development, other agencies, financial institutions, and developers.

- Is committed to addressing urgent housing needs and demonstrates a willingness and ability to search for solutions.[9]

Designing the Housing Trust Fund Program

A number of key issues must be addressed in designing a specific housing trust fund program.[10]

Who Should the Trust Fund Serve?

First, what target population will the trust fund aim to serve with its programs? The answer to this question will flow from the housing needs assessment done earlier, how well the housing needs of various groups are currently being met by other funding sources, the social and political climate of community opinion regarding the most pressing needs, and any potential restrictions or conditions related to the revenue sources selected for the trust fund.

For example, a housing trust fund could focus on serving homeless and very low-income people who find it most difficult to find housing. Or it might concentrate on providing affordable housing for moderate income workers – often called "workforce housing" – to boost the economic competitiveness of the community in attracting employers and a skilled labor pool.

It could also be geared to provide more affordable housing in particular neighborhoods. For instance, some housing trust funds are used to complement the investment of redevelopment funds to revitalize "blighted" neighborhoods. Others may promote a broader distribution of affordable housing throughout the community in order to advance greater social and economic integration. Housing trust funds are also sometimes used to increase the supply of affordable housing downtown, as part of efforts to bring new life to older central business districts.

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The trust fund could also be designed to meet the special needs of particular populations. Senior housing is a common focus. Some housing trust funds help young families become first-time homebuyers. Other special-needs populations that housing trust funds have worked to serve include providing housing and support services for developmentally disabled adults, transitional housing for victims of domestic violence, and farmworker housing in agricultural communities.

If the housing trust fund is designed to serve special-needs populations, housing-related services such as day care, counseling, transportation, educational or recreational activities, or medical care may be needed. In areas lacking strong nonprofit partners, the housing trust may want to offer programs to build the capacity of the nonprofit sector through predevelopment funding, technical assistance in preparing applications, training for nonprofit providers, organizational support, and other assistance.

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Questions to Consider in Designing a Housing Trust Fund

- **What needs are most critical or are not being met by other programs?**
  For example, the trust fund may be geared to serve extremely low-income households, the elderly, migrant farm workers, families transitioning from welfare to work, the homeless, or special needs populations. Providing housing for people with very low incomes requires one kind of assistance. Enabling moderate-income households to purchase their first home often requires something else. Serving the homeless or special populations may involve providing a range of services along with housing, which often involves coordinating services with other public and nonprofit agencies.

- **What other objectives are worth supporting?**
  In addition to increasing or preserving the supply of affordable housing, many jurisdictions use their trust funds to achieve additional community goals. For example, trust funds can support mixed-income projects to increase social and economic integration, mixed-use projects to bring homes, shopping, and workplaces closer together, homeownership to stabilize neighborhoods and help residents build financial assets, or rehabilitation of existing units to improve living standards and decrease blight and neighborhood disinvestment.

- **How much revenue will be generated to support the fund?**
  Modest revenues may be used to provide "shallow" subsidies that dedicate a small amount of funding to individual projects. They can also support technical assistance, nonprofit capacity building, small grants, short-term loans, or activities where funds are heavily leveraged with other funding sources. More extensive revenues can support more ambitious programs, such as financing to bridge funding gaps, rental housing assistance, and support services.

- **What other unique circumstances exist?**
  For example, are there a number of vacant homes that could be acquired and rehabilitated? Could agency-owned property accommodate new housing development? In some rural areas, infrastructure needs might need to be addressed before any housing production can occur. Other examples of specific circumstances that could affect the design of the program include a supply of federally-assisted units with expiring use restrictions, financial institutions seeking ways to use Community Reinvestment Act (CRA) obligations, or the need to secure matching funds to take advantage of state or federal programs.

Adapted from *Workbook for Creating a Housing Trust Fund*, Center for Community Change

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What Types of Assistance Should the Fund Provide?

Another issue in designing a housing trust fund is deciding what *types of financial assistance* to offer. Pages six and seven describe the wide variety of forms of financial assistance a housing trust fund can provide.

Most housing trust funds use their funds to fill the final gap in financing, encouraging applicants to first take full advantage of other funding sources and thereby maximize the trust fund's financial leverage. Some housing trust funds offer up-front financing to jump-start projects, making it easier for beneficiaries to attract other funding.

The form of assistance varies widely, and can include outright grants, lines of credit, loans provided at favorable terms that are used to replenish a revolving fund as they are paid back, or loans that need not be paid back or can be converted into grants if specific conditions are met.

How Should Funds Be Distributed?

The *process for awarding and distributing funds* can also vary. Many housing trust funds award funds to specific projects through competitive applications, based on adopted criteria for evaluating applications. Another approach is to support projects administered by other housing programs, such as a jurisdiction's local housing agency, rather than establish a separate set of award criteria for the housing trust fund.

Who Should Be Eligible to Receive Funds?

A fourth program design issue is determining *eligibility* for receiving funds from the housing trust fund. Programs that serve first-time homebuyers or that offer rental assistance may provide services directly to *individuals*, but it is more common for them to work through intermediary organizations. The types of organizations eligible for funding depend upon the target population being served and the kinds of programs the housing trust fund agency administers.

Examples of eligible organizations could include nonprofit developers, for-profit developers, other public agencies (such as redevelopment agencies or housing authorities), and organizations that provide services to special needs populations such as the homeless or mentally ill.

In determining eligibility, it is important to assess the capacity of the recipients. Some areas may have a number of well-run, sophisticated nonprofit housing developers or community development corporations that can put trust funds to use quickly and effectively. Other areas may lack capable and experienced community-based institutions. Under such circumstances, the trust fund will either have to find other partners, or spend resources building the capacity of these organizations.

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Housing Trust Funds Serve a Variety of Populations

City of Sacramento

Housing for low-wage workers: In 1989, Sacramento created a housing trust fund financed by a linkage fee on non-residential development. The fee applies to offices, business parks hotels, warehouses, and shopping centers that attract new very low- and low-income employees to the city. A jobs/housing nexus study was conducted to determine the amount of the fee for each category of commercial development. Fee revenues can only be used to construct or rehabilitate housing "likely to be occupied be persons in the labor force."

Housing Trust of Santa Clara County

The Housing Trust of Santa Clara County is a nonprofit organization funded primarily by private sector donations from Silicon Valley businesses concerned about the lack of affordable housing for skilled workers. It also receives contributions from the local jurisdictions.

Moderate-income new homebuyers: The Trust provides zero-interest loans of up to $6500 for qualifying buyers who earn up to 120 percent of the median income in the county. The loan's purpose is to cover closing costs for home purchases.

Low-, very low- and extremely low-income: The Trust also provides low interest loans to nonprofit developers of housing dedicated to the low- (and below) income population. The program's purpose is to bridge financing gaps and provide cash flow to developers in order to acquire land, fund predevelopment costs or to provide long-term financing for the construction of affordable multifamily housing.

City of San Diego Housing Trust Fund

Housing for the homeless and very-low income: The City of San Diego's housing trust fund has explicit targets for using its funds. The trust sets aside a minimum of 60 percent of its funds to provide housing for households with incomes at or below 50 percent of the area median and at least 10 percent to provide transitional housing for homeless families and individuals. No more than one-fifth of the funds can be used to provide housing to households with incomes between 50 and 80 percent of the median, and no more than 10 percent can be used to assist median-income first-time homebuyers. The trust fund receives dedicated ongoing revenues from a city housing impact fee levied on new commercial development.

Napa County Affordable Housing Trust Fund

Housing for farmworkers: Napa County, famous for its high-value grapes and wineries, has established a housing trust fund that receives revenues from fees on residential and commercial development, as well as contributions from growers. The county has partnered with the cities in Napa County to create the Napa Valley Housing Authority, a joint powers agency. Funds from the cities, the county, and growers help the authority provide seasonal housing for more than 300 agricultural workers annually and the authority is constructing a new farmworker housing facility that will serve an additional 60 individuals.

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Similarly, not all for-profit developers have equal levels of expertise, experience or patience. It is difficult and time-consuming to navigate the processes involved in planning, siting, financing, constructing, and selling (or renting) affordable housing projects.

What Projects and Programs Should the Fund Support?

Another essential task is deciding what kinds of projects and programs the fund should support. Again, this will depend on the assessment of housing needs, the revenue sources available to the fund, and the capacity of organizations and developers in the community to use trust fund resources. Programs can be selected to address the particular circumstances facing the community.

For example, in rapidly developing communities, the trust fund could support programs to ensure that a portion of the new housing constructed is affordable to the target populations served by the fund.

Alternatively, in established communities undergoing demographic change or gentrification, programs may focus on helping existing residents. Options include rental assistance, homeownership programs, help with property maintenance and rehabilitation, or acquiring properties in the neighborhood in order to maintain a supply of affordable housing.

Typical Uses for Housing Trust Funds

- Permanent affordable rental housing, including supportive housing for populations with special needs
- Residential mixed-use developments
- Adaptive reuse of historic schools, warehouses, and other structures into housing or mixed-use developments
- Acquisition of land to provide local sites
- Rehabilitation of existing affordable homes and apartments
- Transitional or emergency housing and homeless shelters
- Preservation of assisted housing (such as purchase of apartments when Section 8 contracts expire)
- Rental assistance for lower income residents
- Foreclosure prevention and rehabilitation loans or grants for owner-occupants
- Home weatherization and emergency repairs
- Homeownership assistance, including down payments, closing costs and mortgage assistance
- New homebuyer counseling and education
- Transportation, in-home care, and other social services for people with special needs

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Can the Housing Trust Fund Support Other Community Goals?

Housing trust funds can be effective tools to pursue community objectives in addition to providing affordable housing. For example, housing trust funds have been used to assist the development of mixed-use residential projects in town centers. This has helped communities revitalize their downtowns. Housing trust funds have also supported the development of new housing on vacant parcels in older neighborhoods. This can bring new life and vitality to these communities while helping to reverse the cycle of neighborhood disinvestment and decline.

In some communities, "brownfield" sites (commercial or industrial properties contaminated with toxic pollutants) have been cleaned up and put back into use with the help of housing trust funds. This not only provides needed housing and helps to revitalize neighborhoods; it also improves the environment and reduces the risk to public health.

Housing trust funds are being used to support the development of "transit villages," new or redeveloped neighborhoods served by new transit lines. Concentrating new residents and businesses near transit increases the number of riders and makes more efficient use of transportation and other public investments, while reducing traffic and air pollution.

Housing trust funds often invest in affordable housing in neighborhoods or subdivisions that would otherwise only be affordable to those with higher incomes. This helps integrate communities socially and economically. Housing trust funds also help people make the leap from renter to homeowner, thereby fostering economic opportunity and building greater personal and community wealth.

Determining Criteria for Trust Fund Support

A final issue in designing a housing trust fund is to determine the *funding criteria* to use in evaluating applications and providing financial support.

The ordinance establishing the trust fund should provide clear direction for fund operations, including funding priorities and the basic requirements all projects must meet, such as 1) income targeting, 2) federal and state laws, 3) inclusion of supportive services, or 4) long-term affordability. Additional program documents—like administrative policies, program guidelines, and requests for proposals—are usually developed by staff to guide day-to-day operations.

According to the Housing Trust Fund Project of the Center for Community Change, trust funds use a number of approaches to maximize the likelihood of meeting program requirements and community objectives. Here are five common approaches, ranging from least to most restrictive.[11]

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1. **Funding Requirements.** The conditions every applicant must meet in order to receive funding are usually spelled out in the program and application materials. Requirements are typically related to the housing trust fund's objectives and generally include all the local, state and federal laws and regulations that must be met.

2. **Competitive Evaluation Criteria.** Housing trust funds typically outline for applicants the evaluation process they will use. Some housing trust funds give points for each criterion and rank each application by the extent to which it meets these criteria. The scores of applications are then compared, and the highest scoring applications are funded. Other trust funds simply list their criteria for evaluating applications and leave it to project proponents to demonstrate that their proposal meets as many criteria as possible.

3. **Funding Preferences.** Some trust funds outline funding preferences, which are less restrictive than priorities. Projects that meet the funding preferences are generally considered more favorably than other projects, but are not guaranteed funding.

4. **Priorities.** Many trust funds place a higher priority on some types of projects than others. These projects must still meet all funding requirements but are more likely to be funded than projects that aren't geared to a specific priority. Examples of priority projects are those that leverage other public and private funds, serve the lowest income households, or keep housing affordable over the long term.

5. **Set-asides.** Nationally, approximately one of every three housing trust funds sets a certain proportion of its funds aside in a separate "pot" to ensure that priority needs will be met. This way, these projects are not forced to compete with other types of projects. Low- and very low-income households are the most frequent beneficiaries of set-asides, followed by nonprofit applicants. Other set-aside beneficiaries may include first-time homebuyers, homeless people, special needs populations, designated neighborhoods, and capacity-building efforts. Usually, if funds in a set-aside account are not used within a certain time period, they are made available for use in other housing trust fund programs.

In designing a program for a specific community, the best approach will depend on the appropriate balance between a program that is flexible and one that serves priority needs. How much flexibility should the trust fund have in making investments? If maximum flexibility is a priority, set-asides or restrictive requirements may not be appropriate. Are there particular housing needs that are consistently overlooked or not addressed by existing programs? In that case, reserving a set amount of funds to address these needs or making these needs a priority may be the most effective way to use the trust fund.

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Three Agencies, Three Different Program Designs

City of San Jose Housing Trust Fund

San Jose's housing trust fund is administered by the city's Department of Housing, which also runs the city's redevelopment and other housing programs. Because of the department's ability to coordinate with other programs, the housing trust fund can focus on program needs that would otherwise go unmet. In addition to supporting the production of housing, one-time direct services that are eligible for funding include:

- General homeless assistance to individuals, including motel room fees and transportation costs;
- Support to homeless shelter operators for capital expenses;
- Administration of jobs programs for homeless individuals; and
- Assistance to homelessness prevention programs such as default and foreclosure assistance, housing counseling, and rent payments to prevent eviction.

City of Santa Cruz Affordable Housing Trust Fund

The city's housing trust fund is authorized to make grants, loan guarantees, or letters of credit to a wide variety of projects:

- Creation of new affordable units
- Preservation of existing affordable housing units
- Rehabilitation of multifamily apartments
- Conversion of market-rate units to affordable units
- Construction of accessory units
- Acquisition and rehabilitation for limited equity housing cooperatives
- First-time homebuyer loans
- Predevelopment loans and grants to developers

Menlo Park Below-Market Rate (BMR) Housing Fund

The BMR Fund is designed to assist residents who earn up to 120 percent of median area income. The fund can invest in several types of projects:

- Below-market rate financing for homebuyers
- Purchase of land or air rights to make available for development
- Reduced rate financing for construction or purchase of affordable housing
- Rehabilitation of substandard or uninhabitable structures
- On-site and off-site improvements for affordable housing projects
- Rent subsidies for households with limited incomes

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Administering the Program

Program Management

The organizations charged with administering the housing trust fund should be clearly specified in the ordinance or resolution creating the fund. This should also be specified in any administrative guidelines adopted once the housing trust fund is established. Most jurisdictions choose to retain maximum control over their housing trust funds. Some may, however, cede a degree of control if additional funds can be secured by partnering with other organizations.

Administration also involves holding, investing and managing the fund account itself. One of the first issues to consider is how the administrative costs will be paid. Typically, a percentage of the fees collected are used to pay for the administration of the fund. This percentage is often capped (say at 10 percent) to maximize the funds available for housing.

In addition to dedicated revenues, other potential sources of administrative funding include other public agency programs, interest earned by the fund, or fees charged for applications and other services provided by the trust fund.

To provide a framework for expenditures and ensure that priority investments are pursued, some housing trust funds develop a long-term capital plan. A capital plan assists in making program decisions based on projected revenues and sources of leveraged financing. A capital plan typically provides three- to five-year projections (revised annually) based on estimated revenues, program costs, and the number of households to be assisted.

Housing trust funds also typically develop asset management systems to ensure that developers and homebuyers meet their obligations under the housing programs administered by the trust. Procedures should guard against the loss of funds through defaults and assure that the trust fund's regulatory requirements are met. For example, trust funds can put safeguards in place to assure that developers are renting their units at affordable rates, that eligible households are occupying the units, or that resale restrictions are managed properly.[12]

Advisory Bodies

Some housing trust funds have an advisory body other than, or in addition to, the jurisdiction's elected officials. These boards can provide the housing trust fund with a broad range of expertise and provide a way to maintain a connection with the community and its needs.

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Virtually all advisory bodies have some responsibility for developing or advising on the policies that govern the fund. In some cases the advisory bodies help recommend applicants for funding.

Advisory bodies can also help buffer the housing trust fund process from politics when controversial decisions – such as siting higher-density multifamily projects in established neighborhoods – are made.

Representation on advisory bodies varies greatly. Some are interagency coordinating bodies with staff from different agencies. Others seek a broad membership of housing advocates, low-income individuals, service providers, bankers, realtors, apartment owners, developers and others. Most advisory bodies look for members who have experience with low-income housing.

Coordinating Housing Programs Locally

Many jurisdictions have found that their housing trust fund provides an opportunity to coordinate their housing activities in new ways. It can also help maximize the likelihood that resources are deployed where they are most needed and can do the most good. Coordination encourages long-range planning and evaluation; it can also contribute to a system that is more accessible and efficient. Some of the key programs that could be coordinated with local housing trust fund activities are outlined below.

Federal Housing Programs

There are three categories of major federal housing programs, including:

1. Grants and aid to local agencies,
2. Direct assistance to individual renters and homeowners, and
3. Subsidies to housing developers.

Local grant and aid programs include Community Development Block Grants, the HOME Investment Partnerships Program, and Homeless Assistance Grants. The federal government also helps support public housing agencies, including more than 100 in California.[13]

Individual assistance includes the Section 8 certificate and voucher program, Federal Housing Administration (FHA) mortgage insurance to enhance the credit worthiness of homebuyers, and Veterans Administration loan guarantees to encourage lenders to make mortgages to qualifying veterans.

Subsidies for private and nonprofit housing development include the Low-Income Tax Credit and the FHA Multifamily Program. (For more information on federal housing programs see www.hud.gov.)

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State Housing Programs

The State of California operates a number of affordable housing programs that are designed to promote homeownership, increase the housing supply, preserve affordable housing, and help people with special needs. Most of the state programs are administered by one of five state agencies:

- The Department of Housing and Community Development,
- The California Housing Finance Agency,
- The Department of Veteran Affairs (Cal-Vet Home Loan Program),
- The California Debt Limit Allocation Committee, and
- The California Tax Credit Allocation Committee.

Sources of state funding include the Proposition 46 and Proposition 1C general obligation housing bonds, a veterans state bond fund, tax-exempt mortgage revenue bonds and credit certificates, mortgage insurance premiums, revolving loan funds initially capitalized through the state general fund, allocation of state and federal tax credits, and funds for federal programs administered by the state.[14] (More information on state housing programs is available at www.ca-ilg.org/hrc.)

Local Housing Programs

There are also opportunities to coordinate housing trust fund activities with other local housing-related activities. Housing construction occurs in local communities based on local plans. Many state and federal housing programs are implemented by local agencies. Some of the most important local programs are described below.

Local public housing authorities administer public housing programs that receive federal support. There are more than 100 public housing authorities in California that manage thousands of affordable housing units. These agencies provide subsidized housing directly to qualifying individuals and families in their communities.

New forms of coordination include synchronizing application processes among programs and allowing applicants to apply for multiple sources of funding with a single application. This kind of coordination is easiest where the jurisdiction is responsible for several sources of funding, such as Community Development Block Grant funds and HOME funds, in addition to the housing trust fund.

Local planning and zoning is another important means for local agencies to address the need for affordable housing. Each city and county must adopt a general plan that includes a housing element as one of seven mandatory elements. Through the housing

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element, each city and county assesses its need for housing for residents of all income levels, based on its "fair share" of the regional housing need as determined by the regional planning agency.

The housing element must identify areas appropriate for housing and policies to encourage development of an adequate housing supply to meet the need. State law requires local zoning to be consistent with the general plan. The housing element must be updated by the local jurisdiction every five years and reviewed by the state Department of Housing and Community Development for compliance with statutory requirements.[15]

Finally, a far-reaching form of local coordination occurs when the activities of the housing trust fund are integrated with broader community planning and development goals. For example, many communities in California are promoting transit-oriented development near transit stations. These projects typically involve several agencies, including the local city or county with land use authority, the transit agency that will construct and operate the transit service, and the regional agency that provides transit funding, as well as private developers.

Housing trust funds can partner with these agencies to include affordable housing in the new development, which may also include market-rate housing, public facilities, and commercial uses.

Conclusion

Communities throughout California have found that a housing trust fund can be a powerful instrument to meet the needs of their residents for affordable housing. By offering a regular, dedicated source of funding, they expand the housing choices and opportunities available to local residents.

Housing trust funds are locally designed and operated, so they can respond to local circumstances and address the most critical unmet needs of the community. They provide flexible funding that can fill gaps or work to complement less flexible state or federal housing programs. They offer communities ways to coordinate a variety of housing programs at the local level, enhancing their overall effectiveness.

But housing trust funds can do more than simply expand the supply of affordable housing. By making strategic investments, housing trust funds have been used to reinforce other community goals in addition to making housing more affordable.

In short, housing trust funds have proven to be a valuable and effective tool which local officials can tailor to their particular circumstances to meet the diverse housing needs of their residents and improve their communities.

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End Notes and References

[1] These funds are authorized by state legislation; see Cal. Health & Safety Code § 33334.2(a).
[2] *See A Primer on California's Housing Programs*, California Budget Project, revised July 1, 2005.
[3] *See* Cal. Health & Safety Code § 50843(d).
[4] *See* Department of Housing and Urban Development, *www.hud.us.gov*.
[5] *See A Workbook for Creating a Housing Trust Fund*, Center for Community Change, 1999.
[6] *See* Footnote 35, *Home Sweet Home: Why America Needs a Housing Trust*, Center for Community Change (2001), page 17.
[7] An expanded discussion of the research steps appears in *A Workbook for Creating a Housing Trust Fund*, Center for Community Change, 1999.
[8] Referenced in PolicyLink, *Expanding Opportunity: New Resources to Meet California's Housing Needs*, Winter 2005, page 8.
[9] *See A Workbook for Creating a Housing Trust Fund*.
[10] *See A Workbook for Creating a Housing Trust Fund* for a more detailed discussion of the steps involved in designing and administering a housing trust fund.
[11] *Ibid*.
[12] *See Marshall & Kautz, Ensuring Continued Affordability in Homeownership Programs*, Institute for Local Government, May 2006.
[13] *See A Workbook for Creating a Housing Trust Fund*.
[14] *See A Primer on California's Housing Programs*.
[15] *See* Cal. Gov't Code §§ 65580 *et seq*.

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Selected Online Resources

Brookings Institution Metropolitan Policy Program
www.brookings.edu/metro

California Department of Housing and Community Development
www.hcd.ca.gov

Corporation for Supportive Housing
www.csh.org

Fannie Mae
www.fanniemae.com

Fannie Mae Foundation
www.fanniemaefoundation.org

Housing California
www.housingca.org

Housing Trust Fund Project, Center for Community Change
www.communitychange.org/issues/housing/trustfundproject

Institute for Local Government Housing Resource Center
www.ca-ilg.org/hrc

KnowledgePlex
www.knowledgeplex.org

Local Government Commission
www.lgc.org

Local Initiatives Support Corporation (LISC)
www.lisc.org

Non-Profit Housing Association of Northern California (NPH)
www.nonprofithousing.org

PolicyLink
www.policylink.org

Urban Institute
www.urban.org/housing

Urban Land Institute
www.uli.org

U.S. Department of Housing and Urban Development (HUD)
www.hud.gov

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Local Housing Trust Fund Program

Final 2020 Guidelines

State of California
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Business, Consumer Services and Housing Agency

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April 2020

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The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

> Quasi-legislative regulations … have the dignity of statutes … [and]…delegation of legislative authority includes the power to elaborate the meaning of key statutory terms…
>
> Ramirez v. Yosemite Water Col, 20 Cal. 4th 785, 800 (1999)

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INTRODUCTION

Health and Safety Code (HSC) Section 50843.5 authorizes the California Department of Housing and Community Development (Department) to provide matching grants to Local Housing Trust Funds established by cities and counties, Native American Tribes, and/or incorporated 501(c)(3) nonprofit organizations. Funds may be used for construction loans and/or permanent financing loans to pay for predevelopment costs, acquisition costs, and other costs associated with development or rehabilitation of Affordable rental housing projects, Emergency Shelters, Permanent Supportive Housing, Transitional Housing, or Affordable homebuyer/homeowner projects, including assistance to income-eligible households to purchase for-sale units. Funds may also be used for the construction, conversion, repair, reconstruction or rehabilitation of Accessory Dwelling Units or Junior Accessory Dwelling Units.

The Department's objective is to expand sources of funding for housing, and to expand the supply of Affordable housing through the creation of new Local Housing Trust Funds, and to support the on-going operation of existing Local Housing Trust Funds.

A Notice of Funding Availability (NOFA) will be released as funds are available.

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Section 100. Purpose and scope

(a) These Guidelines implement, interpret, and make specific Health and Safety Code (HSC) Sections 50842.1, 50842.2, 50843.5 and Section 54006(f), which govern the Local Housing Trust Fund Program (LHTF or LHTF Program). The principal goal of the LHTF Program is to expand sources of funding for housing through the creation of new Local Housing Trust Funds and to support existing Local Housing Trust Funds. Under the LHTF Program, the California Department of Housing and Community Development (Department) provides matching grants to eligible Applicants that have a Local Housing Trust Fund. LHTF Program Funds shall be used to make construction loans and/or permanent financing loans to pay for predevelopment costs, acquisition costs, and other costs associated with development or rehabilitation of Affordable rental housing projects, Emergency Shelters, Permanent Supportive Housing, Transitional Housing, and Affordable homebuyer/homeowner projects, including assistance to income-eligible households to purchase for-sale units. Funds may also be used for the construction, conversion, repair, reconstruction, or rehabilitation of Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs).

(b) Proposition 1 of 2018 granted the Department authority to implement the LHTF Program through Guidelines.

(c) These Guidelines establish terms, conditions, and procedures for Applicants to submit applications to the Department for grants from the LHTF Program and for funds awarded under the LHTF Program.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference cited: HSC Sections 50842.2 and 50843.5.

Section 101. Definitions

The following definitions govern the use of the terms below in this subchapter:

(a) “Accessory Dwelling Unit (ADU) means a dwelling unit, which is attached, detached, or located within the living area of the existing dwelling or residential dwelling unit and provides complete independent living facilities for one or more persons pursuant to Government Code (GC) Section 65852.2 and 65852.22. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An ADU also includes an efficiency unit, as defined in HSC Section 17958.1, or a manufactured home, as defined in HSC Section 18007. ADUs must be restricted to occupancy by households with incomes of no more than 120 percent of AMI at an Affordable rent for a minimum of 10 years.

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(b) "Affordable" means a housing unit that satisfies at least one of the following criteria:

(1) If the unit is being rented to Lower-Income, Very Low-Income or Extremely Low-Income Households, it complies with Section 7312(a) of the Multifamily Housing Program guidelines;

(2) If the unit is being sold, it is offered at an "Affordable housing cost", as defined in HSC Section 50052.5; or

(3) If the unit is being rented to Moderate-Income Households, it is available at a gross rent, including a utility allowance, that does not exceed 30 percent of the applicable income-eligibility level, and complies with the definition of Moderate-Income in these guidelines.

(c) "Applicant" means one of the following:

(1) A local government or local governments which have created a Local or Regional Housing Trust Fund to receive specific revenue to address local housing needs.

(2) A Native American Tribe or Tribes which have created a Local or Regional Housing Trust Fund to receive specific revenue to address local housing needs.

(3) A nonprofit Local or Regional Housing Trust Fund incorporated under Section 501(c)(3) of the Internal Revenue Code to receive specific public, or public and private, sources of revenue to address local housing needs.

(d) "Area Median Income" or "AMI" means the most recent applicable county median family income published by the Department, available at the HCD website, http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

(e) "Dedicated Source" means taxes, fees, and loan repayments consistent with Section 104(c), and/or public or private contributions that will provide Ongoing Revenues to the Local Housing Trust Fund sufficient to meet the requirements of the LHTF Program. Dedicated Source does not include lines of credit or loans obtained by the Trust Fund.

(f) "Department" means the California Department of Housing and Community Development.

(g) "Eligible Project" means any of the following:

(1) Rental housing projects including Permanent Supportive Housing. The affordability of all units assisted by Program Funds shall be income and rent restricted for not less than 55 years;

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(2) Emergency Shelters and Transitional Housing, with a required minimum term of 15 years;

(3) Homeownership Projects or Units Within a Homeownership Project, consisting of homebuyer assistance and rehabilitation of homes owned by income-eligible owner-occupants. Homebuyer and owner-occupied rehabilitation activities may include construction, conversion, or rehabilitation of ADUs or JADUs, as defined in this section; or

(4) Construction, conversion, or rehabilitation of ADUs or JADUs without an Eligible Homeownership Project, consisting of a loan to a homeowner to build, convert, or rehabilitate an ADU or JADU, as defined in this section.

(h) "Emergency Shelter" means the same as in 24 CFR 576.2.

(i) "Existing Local Housing Trust Fund" is a Local Housing Trust Fund organized, funded, and operated more than 12 months prior to the date the Notice of Funding Availability (NOFA) is issued.

(j) "Extremely Low Income" has the meaning set forth in HSC Section 50106, which is a maximum of 30 percent of AMI. Grantees shall utilize income limits issued by the Department available on the HCD website, http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

(k) "First-time Homebuyer" means an individual, or individuals, or an individual and his or her spouse, who are in the process of buying a dwelling with the intent to occupy the home as a principal place of residence, and who have not owned a home during the three-year period before the purchase of a home with Program Funds, except that the following individual or individuals may not be excluded from consideration as a First-time Homebuyer under this definition:

(1) A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period, and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment, and worked primarily without remuneration to care for his or her home and family;

(2) A single parent who, while married, owned a home with his or her spouse or resided in a home owned by his or her spouse. A single parent is an individual who is unmarried or legally separated from his or her spouse, and has one or more minor children for whom the individual has custody or joint custody, or is pregnant; or

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(3) An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with Program Funds, a dwelling unit whose structure is:

(A) Not permanently affixed to a permanent foundation in accordance with local or state regulations; or

(B) Not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

(l) "Grantee" means an entity that has received an award of LHTF Program Funds.

(m) "Homeownership Project or Units Within a Homeownership Project" means Eligible Projects that use Program Funds to assist First-time Homebuyers in the acquisition or construction of dwellings, or to assist in rehabilitation of owner-occupied housing units in which the homeowner has an ownership interest sufficient to comply with HSC Section 50843.5(d)(3), including the construction, conversion, repair, reconstruction or rehabilitation of ADUs or JADUs. Homeowner transactions shall comply with the resale requirements set forth in HSC Section 50843.5(d)(3) for a period of 30 years from the date that Program Funds are used to acquire, construct, or rehabilitate the property.

(n) "Junior Accessory Dwelling Units" ("JADUs") shall have the same meaning as defined by GC Section 65852.22(g)(1). JADUs must be restricted to occupancy by households with incomes of no more than 120 percent of AMI at an Affordable Rent for a minimum of 10 years.

(o) "Legally-Binding Commitment" means a fully-executed commitment letter or a fully-executed contract to provide Matching Funds, specifying the source(s) of the Matching Funds, the amount of Matching Funds from each source, the date upon which the funds will be deposited into the Local Housing Trust Fund or Regional Housing Trust Fund account, and remedies for not depositing the Matching Funds on that date.

(p) "Local Housing Trust Fund" is a public, joint public and private, or charitable nonprofit organization organized under Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific public, or public and private, revenue to address local housing needs. The key characteristic of a Local Housing Trust Fund is that it receives Ongoing Revenues from Dedicated Sources of funding sufficient to permit the Local Housing Trust Fund to comply with the requirements of the Program.

(q) "Local Impact Fees" are impact fees, mitigation fees, or capital facility fees imposed on development projects by municipalities, county agencies, or other jurisdictions such as utility districts, school districts, water agencies, and resource conservation districts. Local Impact Fees may include fees for residential or

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commercial development (in lieu of building affordable housing), parks and recreation, schools, traffic, street and signals, law enforcement facilities, fire facilities, library facilities, water facilities, waste water treatment, waste water collection, drainage facilities, community development, general facilities, public facilities, governmental facilities, environmental facilities, and facilities assessments.

(r) "Lower-Income Households" has the meaning set forth in HSC Section 50079.5, which states that Lower-Income Households are persons and families with a maximum income of 80 percent of AMI. Grantees shall utilize income limits issued by the Department available at the HCD website, http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

(s) "Matching Funds" shall mean available funds meeting the requirements of Section 104.

(t) "Moderate-Income Households" has the meaning set forth in Health & Safety Code Section 50093, which states that Moderate-Income Households are persons and families with a maximum income of 120 percent of AMI. Grantees shall utilize income limits issued by the Department available at the HCD website, http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

(u) "Native American Lands" means real property located within the State of California, which is trust land for which the United States holds title to the tract, or interest in trust, for the benefit of one or more Native American Tribes or individual Native Americans, or is restricted Native American land for which one or more Native American Tribes or individual Native Americans holds fee title to the tract or interest, but can alienate or encumber it only with the approval of the United States. Native American Lands may be leased for housing development and residential purposes under federal law.

(v) "Native American Tribe or Tribes" means any duly constituted governing body of a Native American reservation or rancheria, or a tribally designated housing entity, as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5.

(w) "New Local Housing Trust Fund" is a Local Housing Trust Fund that was organized, funded, and operated no more than 12 months prior to the Round 1 NOFA release date, or, for Round 2 and beyond, no more than 12 months prior to the NOFA release date, or created since the last NOFA was issued (whichever is longer). If a trust fund has ever previously received an award, it will not be considered "new". If a "New Local Housing Trust Fund" submits an application within the time frames required, and passes threshold for that funding round but does not score highly enough to receive an award, it shall be permitted to apply in the next funding round as a "New Local Housing Trust Fund." This exception

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will be true even if timing between NOFAs would otherwise cause a "New Local Housing Trust Fund" to be timed out and no longer considered "new" based on the date of its creation. If the trust fund still does not score highly enough the second time, it will no longer be able to apply as a "new" trust fund in any subsequent funding rounds.

(x) "NOFA" means a Notice of Funding Availability issued by the Department to announce the availability of Program Funds, the terms and conditions of awards, and requirements for the submittal of applications.

(y) "On Deposit" means that the local Matching Funds are deposited in the Local Housing Trust Fund. The Department shall not disburse Program Funds until the Matching Funds required for the Eligible Project are On Deposit. In the event that a Trust Fund has sufficient Matching Funds in its account at the NOFA application deadline, but also has Legally-Binding Commitments to deposit additional sufficient Matching Funds prior to disbursement of any Program Funds, the Department may permit the Trust Fund to deploy the original Matching Funds, pending the Department's approval of the Legally-Binding Commitments to deposit additional sufficient Matching Funds. In no event shall any Program Funds be disbursed until the Matching Funds required for the Eligible Project are On Deposit.

(z) "Ongoing Revenues" means the following:

(1) For an Existing Housing Trust Fund, it means a public or private source, or sources, of revenue totaling at least an average of $100,000 per year for three years after the date of the Program award; and

(2) For a New Housing Trust Fund, it means sufficient public or private sources of revenue to pay for the Trust Fund's operating costs for a minimum of five years after the date of the Program award.

(3) Ongoing Revenues may not include one-time donations, such as land donations or large bequests.

(aa) "Permanent Supportive Housing" has the same meaning as in HSC Section 50675.14: housing, with no limit on the length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing may include associated facilities if used to provide services to housing residents. Permanent Supportive Housing does not include "health facility" as defined by HSC Section 1250, or any "alcoholism or drug abuse recovery or treatment facility" as defined by HSC Section 11834.02, or "community care facility" as defined in HSC Section 1502, or "mental health rehabilitation centers" as defined in Section 5675 of the Welfare and Institutions Code (WIC), or other residential treatment programs.

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(bb) "Program" or "LHTF Program" means the Local Housing Trust Fund Program authorized by HSC Section 50843.5, as implemented in these Guidelines.

(cc) "Program Funds" means the funds provided by the Department to a Local Housing Trust Fund pursuant to these Guidelines.

(dd) "Regional Housing Trust Fund" means a Trust Fund serving two or more jurisdictions if the combined population is more than 1 million people; serving three or more jurisdictions in counties with total populations of 250,000 or less; and serving four or more jurisdictions in counties with total populations of more than 250,000.

(ee) "Transitional Housing" means the same as in 24 CFR 578.3.

(ff) "Very Low Income" has the meaning set forth in HSC Section 50105, which is 50 percent of AMI. Grantees shall utilize income limits issued by the Department for Very Low-Income Households for each county available at the HCD website, http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

Note: Authority cited: HSC Section 54014 subdivision(b). Reference cited: Health and Safety Code Sections 50052.5, 50053, 50079.5, 50081, 50093, 50105, 50106, 50843.5 and 53545.9(c).

Section 102. Eligible Applicants

The following entities shall be eligible to apply for Program Funds:

(a) A city, county, or city and county that has created, funded, and operated an Existing Local Housing Trust Fund, or that has created and funded a New Local Housing Trust Fund.

(1) The trust fund shall have the following characteristics:

(A) It shall utilize a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs.

(B) It shall be funded from Ongoing Revenues as required by the definition in Section 101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions.

(2) The city or county shall have, at the time of application, a Housing Element that was adopted by the city or county's governing body and subsequently determined by the Department to be in compliance with state Housing Element law pursuant to GC Section 65585.

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

(3) The city or county shall have submitted to the Department the Annual Progress Report required by GC Code Section 65400 for the current or prior year by the application deadline date.

(4) A Local Housing Trust Fund or Regional Housing Trust Fund that was created, funded, and operated by a combination of two or more cities or counties shall, in its application, agree to utilize Program Funds only for Eligible Projects located in cities or counties that have, at the time of application, an adopted Housing Element meeting the requirements of subparagraph (2) above, and for which the Annual Progress Report was submitted for the current or prior year by the application deadline date, as required by subparagraph (3) above.

(b) A charitable nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code that is an Existing Local Housing Trust Fund or a New Local Housing Trust Fund.

(1) The trust fund shall have the following characteristics:

(A) It shall consist of a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs.

(B) It shall be funded from Ongoing Revenues as required by the definition in Section 101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions.

(2) The charitable nonprofit organization shall, in its application, agree to utilize Program Funds only for Eligible Projects located in cities and counties that have, at the time of application, an adopted Housing Element that the Department has determined, pursuant to Section 65585 of the GC, to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the GC.

(3) The charitable nonprofit organization shall, in its application, agree to utilize Program Funds only for Eligible Projects located in cities and counties that have submitted to the Department the Annual Progress Report required by GC Code 65400 for the current year or prior year by the application deadline date.

(c) A Native American Tribe or Tribes that has or have created, funded, and operated an Existing Local Housing Trust Fund, or that has created and funded a New Local Housing Trust Fund.

(1) The trust fund shall have the following characteristics:

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

(A) It shall utilize a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs.

(B) It shall be funded from Ongoing Revenues as required by the definition in Section 101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions.

(2) The Native American Tribe or Tribes shall, in its application, agree to utilize Program Funds only for Eligible Projects either (A) located on Native American Lands or (B) located in cities and counties that have, at the time of application, an adopted Housing Element that the Department has determined, pursuant to Section 65585 of the GC, to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the GC.

(3) The Native American Tribe or Tribes shall, in its application, agree to utilize Program Funds only for Eligible Projects either (A) located on Native American Lands or (B) in cities and counties that have submitted to the Department the Annual Progress Report required by GC Code 65400 for the current year or prior year by the application deadline date.

(d) An Applicant shall not be eligible to submit an application for funding if the Applicant has not committed at least 40 percent of the Program Funds previously awarded to the Applicant.

Note: Authority cited: HSC Section 54014 subdivision(b). Reference: HSC Sections 50843.5 and 53545.9(c).

Section 103. Funding amount minimums and maximums

(a) The minimum application request by an Applicant that is an Existing Local Housing Trust Fund shall be $1 million.

(b) The minimum application request by an Applicant that is a New Local Housing Trust Fund, but which is not a Regional Housing Trust Fund, shall be $500,000.

(c) The minimum application request by an Applicant that is a New Local Housing Trust Fund, which is also a Regional Housing Trust Fund, and which is utilizing Permanent Local Housing Allocation funds as Matching Funds, shall be $750,000;

(d) The maximum application request for all Applicants shall be $5 million.

Note: Authority cited: HSC Section 54014 subdivision(b). Reference: HSC Sections 50843.5(c) and 53545.9(c).

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Section 104. Matching Funds requirements

(a) All Program Funds provided pursuant to this section shall be matched on a dollar for dollar basis with dedicated sources of funding, such as taxes, fees, or loan repayments, or public or private contributions by the Applicant. Lines of credit and loans received by the Local Housing Trust Fund are not eligible sources of Matching Funds.

(b) An application for LHTF funds shall not be considered unless the application contains required documentation of the deposit in the Local Housing Trust Fund of the local Matching Funds, and the identity of the source of Matching Funds, or evidence of a legally binding commitment to deposit the required Matching Funds, and the identity of the source of Matching Funds.

(c) Funds restricted for housing use by state or federal law (such as funds from the Home Investment Partnerships Program ("HOME"), the Community Development Block Grant Program ("CDBG"), redevelopment agency low- and moderate-income housing fund set-aside ("LMIHF") funds, or state housing programs administered by the Department), shall not be considered Matching Funds. However, Permanent Local Housing Allocation (PLHA) Program funds may be considered Matching Funds for Regional Housing Trust Funds.

(d) Matching Funds shall be On Deposit prior to disbursement of Program Funds.

(e) Matching Funds must be utilized on a dollar-for-dollar basis for the same Eligible Project for which Program Funds are used, as required by HSC Section 50843.5(c).

Note: Authority cited: HSC Section 54014 subdivision(b). Reference: HSC Sections 50843.5 and 53545.9(c).

Section 105. Eligible uses of funds

(a) Program Funds shall be used by the Grantee to provide construction loans and/or deferred payment permanent financing loans at simple interest rates of no higher than 3 percent per annum, for payment of predevelopment costs, acquisition, construction, or rehabilitation of Eligible Projects.

(b) Administrative expenses of up to 5 percent of Program Funds and up to 5 percent of Matching Funds are allowed.

(c) At least 30 percent of the Program Funds, after deducting administrative expense, and the Matching Funds shall be expended on assistance to Extremely Low-Income Households. To comply with this requirement, dwelling units or shelter beds must be Affordable to, and restricted for, Extremely Low-Income Households with household income of no more than 30 percent of AMI.

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(d) No more than 20 percent of the Program Funds, after deducting administrative expense, and the Matching Funds shall be expended on assistance to Moderate-Income Households. To comply with this requirement, dwelling units must be Affordable to, and restricted for, Moderate-Income Households with household income of no more than 120 percent of AMI.

(e) The remaining Program Funds and Matching Funds shall be expended on assistance to Lower-Income Households. To comply with this requirement, dwelling units must be Affordable to, and restricted for, Lower-Income Households with household income of no more than 80 percent of AMI.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: HSC Sections 50843.5 and 53545.9(c).

Section 106. Application process

(a) The Department shall periodically issue a NOFA that specifies, among other things, the amount of funds available, the terms and conditions of the award of Program Funds, and the application deadline.

(b) For New Local Housing Trust Funds, the Department shall set aside a percentage of the funding made available by each NOFA.

(c) Applications shall be on forms made available by the Department.

(d) Applicants must meet the requirements of HSC Section 50843.5 and Section 102 of these Guidelines.

(e) Only complete applications submitted on or before the application deadline stated in the NOFA shall be considered for funding. In order to be considered "complete", an application must have all of the information requested and provide adequate documentation and information for the Department to determine the Local Housing Trust Fund's eligibility for funding pursuant to HSC Section 50843.5(b) and these Guidelines, and the eligibility of the Project pursuant to HSC Section 50843.5(d) and these Guidelines. The Applicant shall bear the burden of demonstrating compliance with these requirements. If the total amount of funding requested by all Applicants under a NOFA is less than the amount of funding available under the NOFA, the Department may allow an Applicant to submit additional or corrected information to amend an application and make it complete. Such amendments may not include a request for a higher funding amount.

(f) In the event that the amount of funding requested in complete and eligible applications exceeds the funds available, applications shall be evaluated and funded using criteria published in the NOFA, as follows:

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

(1) Non-Residential Matching Funds: The extent to which the Applicant provides Matching Funds from sources other than residential local impact fees or in lieu fees.

(2) Deeper Income Targeting: The extent to which the Applicant commits to expend less than 20 percent of its Program Funds and Matching Funds to serve Moderate-Income Households.

(3) Readiness: The extent to which the applicant has completed a first phase funding process for multifamily rental projects and announced on its website the status of each project, including those projects that were approved to submit a final application upon award of Program Funds.

(4) Increasing the Supply of Lower-Income Rental Housing: The extent to which the Applicant commits to use Program Funds and Matching Funds for the new construction of rental housing developments Affordable and restricted to households with average incomes of no more than 60 percent of AMI.

(5) Community Need: The percentage of the following factor in the jurisdictions to be served will be compared to the percentage in jurisdictions to be served by other Applicants:

(A) Lower-Income Households paying more than 50 percent of their household income for rent or owner expenses.

(6) Regional Housing Trust Fund Applicants: Applicants that include six jurisdictions (in counties with total populations of 250,000 or less) or eight jurisdictions (in counties with more than 250,000), or that meet the minimum threshold (two jurisdictions with more than one million people, or three jurisdictions in counties with total populations of 250,000 or less, or four jurisdictions in counties with more than 250,000), and include more than 66 percent of the population of the county or counties.

(7) Performance: The extent to which Applicants exceed the minimum 40 percent commitment threshold stated in Section 102(d).

(g) Tie Breaker, if needed:

(1) Readiness: The extent to which the application identifies specific multifamily rental projects for which the trust fund has issued Letters of Intent (LOIs) to developers for construction or permanent financing.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: HSC Sections 50843.5 and 53545.9(c).

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Section 107. Protection of Program Funds

(a) In order to protect the Program Funds awarded to a Grantee, the Grantee shall provide the Program Funds in the form of a loan evidenced by a promissory note, the repayment of which shall be secured either by a deed of trust recorded against the title to the real property, or a security interest in the manufactured home being assisted with Program Funds. The promissory note shall contain a special provision that repayment shall be made to the Department in the event that the Grantee is no longer in operation. For Emergency Shelter or Transitional Housing Projects, the loan may be forgivable upon satisfaction of the 15-year minimum regulatory period.

(b) Multifamily rental projects assisted with Program Funds are required to have a recorded Regulatory Agreement setting forth requirements for household income levels and rent restrictions for not less than 55 years for all units assisted by Program Funds.

(c) Where Program Funds are provided in the form of a construction loan, the Grantee and the housing developer shall enter into a development loan agreement setting forth the terms and conditions required to be met prior to closing escrow, which shall include, but not be limited to, requirements for escrow, title insurance, property insurance, compliance with environmental remediation requirements, and other borrower responsibilities.

(d) The Grantee shall submit documentation of its loan guidelines and underwriting standards and procedures for review by the Department as part of its Program application.

(e) The Department shall have the right to request copies of documentation of the activities of the Local Housing Trust Fund at any time prior to or after disbursement of Program Funds.

(f) Where Program Funds are used for a Homeownership Project or units within a Homeownership Project, the Grantee shall record a deed restriction in compliance with Health and Safety Code Section 50843.5(d)(3), unless such a deed restriction would conflict with the requirements of law or another public funding source.

(g) Where Program Funds are used to develop or rehabilitate an ADU or JADU apart from home buyer acquisition or rehabilitation of an owner-occupied dwelling, the Grantee shall record a deed restriction in compliance with Health and Safety Code Section 50843.5(d)(3) requiring that the ADU or JADU be restricted to occupancy by households with incomes of no more than 120 percent of AMI at an Affordable Rent for a minimum of 10 years.

(h) Where Program Funds are used to develop or rehabilitate a structure as an Emergency Shelter or Transitional Housing, the Grantee shall record a

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

Regulatory Agreement with a minimum term of 15 years. Upon satisfactory completion of this regulatory period, the LHTF Program loan is forgivable.

(i) Program Funds shall be disbursed only in amounts necessary to fund Eligible Projects identified to receive a loan from the LHTF within a reasonable period of time, as determined by the Department.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: Sections 50843.5 and 53545.9(c), Health and Safety Code.

Section 108. Program Grantee responsibilities

(a) Grantees are responsible for administering and implementing the Eligible Projects as proposed in their application.

(b) Grantees must continue the operation of the Local Housing Trust Fund for at least five years after the Program Funds award date.

(c) Grantees shall have held, or shall hold, a public hearing to discuss and describe the Eligible Project(s) that will be funded. Nonprofit grantees shall hold one public meeting per year that is open to the public, and a public notice of the meeting shall be posted on the nonprofit's website at least 10 days prior to the meeting. This meeting shall be for the purpose of discussing the criteria that will be used to select projects to be funded.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: Sections 50843.5 and 53545.9(c), Health and Safety Code.

Section 109. Encumbrance deadline and application repayment

(a) Any Program Funds not encumbered by a Grantee by a loan commitment to the developer of an Eligible Project within 60 months of the date of the executed state Standard Agreement shall be disencumbered by the Department, and any Program Funds advanced to a Grantee shall promptly be returned to the Department.

(b) Repayments, interest, and fees (except for rental project monitoring fees not exceeding the limits stated in Section 113(b) of the Portfolio Restructuring Guidelines), derived from loans of Program Funds received by a Grantee, shall be retained by the Grantee in the Local Housing Trust Fund to be used for the purposes set forth in these Guidelines.

(c) If a Grantee ceases operations, or Ongoing Revenues cease less than five years from the date of the Program award, all unencumbered Program Funds shall be disencumbered by the Department, and any Program Funds advanced to a

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

Grantee shall promptly be returned to the Department, and all current and future loan repayments, interest and fees shall be remitted to the Department.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: Sections 50843.5 and 53545.9(c), Health and Safety Code.

Section 110. Legal documents

Upon the award of Program Funds, the Department shall enter into a Standard Agreement with the Grantee constituting a conditional commitment of funds. The Standard Agreement shall require the Grantee to comply with the requirements and provisions of these Guidelines and HSC Section 50843.5 and shall, in addition, contain the following:

(a) Encumbrance deadlines; project completion deadlines; and agreement termination date.

(b) Grantee contract coordinator.

(c) Disbursement conditions and documentation.

(d) Remedies.

(e) Insurance and inspection requirements.

(f) Record retention and reporting requirements.

(g) Prevailing wage requirements as applicable.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: Sections 50843.5 and 53545.9(c), Health and Safety Code.

Section 111. Cancellation and termination

(a) In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, the Department shall issue a notice to stop work. Immediately upon receiving the written notice to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine the Grantee's compliance with the terms and conditions after issuance of a stop work order, and to deliver a written notice to the Grantee to resume work under this Standard Agreement.

(b) The Department shall terminate the Standard Agreement if the Grantee is not in compliance with these Guidelines or the terms and conditions of the Standard Agreement. At least 30 days prior to the effective date of the termination of the

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

Standard Agreement, the Department shall provide written notice to the Grantee of its intent to cancel the funding allocation. The notice shall specify the reason for early termination and may permit the Grantee or the Department to cure any deficiency(ies) prior to the early termination date. The Grantee will submit requested documents to the Department within 30 days of the early termination notice.

(c) Failure to meet reporting requirements will result in notice to the Grantee that it must satisfactorily cure any deficiencies within three months of the notice, or it will be ineligible for any additional LHTF award.

(d) The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with these Guidelines and/or the terms and conditions of the Standard Agreement.

NOTE: Authority cited: HSC Section 54014 subdivision (b). Reference: HSC Sections 50843.5 and 53545.9(c).

Section 112. Reporting

Not later than July 31 of each year a Grantee shall provide to the Department an annual report, in a format specified by the Department, including, but not limited to, the following information:

(a) A narrative summary of the Local Housing Trust Fund activities including:

(1) Work undertaken or completed in the reporting period, including the number, type and unit count of Eligible Projects receiving Program Funds.

(2) Activities planned to be undertaken in the next reporting period.

(3) Description of problems encountered in Program implementation; and a description of the solution and when it will be implemented.

(4) Description of how problems may impact the ability to complete or fulfill obligations under the Standard Agreement.

(b) Financial summary including:

(1) Amount of Program Funds (by Eligible Project and by activity type) available at the beginning of the reporting period, the amount drawn down to date, amount expended on Eligible Projects restricted to Extremely Low Income Households, amount expended on Eligible Projects restricted to Moderate-Income Households, and the remaining balance.

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(2) Documentation of Matching Funds, including the amount by source, expended on each Eligible Project during the reporting period.

(3) If requested by the Department, the Grantee shall obtain a report from a qualified, licensed third party that certifies to the amounts of disbursement and identifies the specific Eligible Projects for which the disbursements were made. Such a report is permitted to be a component of the 2 CFR Part 200.512 Single Audit report.

(c) A spreadsheet listing Eligible Projects assisted during the reporting period by unit, including the project name, type of housing (such as multifamily rental housing, homeless shelter, homebuyer new construction project), number of units, income level restricted in each unit, bedroom count of each unit, and amount of Program Funds expended per unit.

Note: Authority cited: HSC Section 54014 subdivision (b). Reference: HSC Sections 50843.5 and 53545.9(c).

Attachment: 2020-Final-Guidelines (14001 : Local Housing Trust Fund)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-239

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Resolution of Intention to Purchase Property in Yosemite West

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RECOMMENDATION AND JUSTIFICATION:
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.

The Yosemite West Maintenance District, a dependent district of Mariposa County, is in need of additional land to expand a spray field and establish an additional well. This action would give Board approval to publish notice of intent to purchase an additional 70.1 acres from a adjacent parcels owned by Yosemite Henness Ridge, LLC, at a cost of $130,000. Grant applications to implement the desired utility improvements are pending completion of this process.

Approval of the resolution of intention would begin a required public noticing period. Final approval of the transaction would come before the Board on June 6, 2023. Upon approval, the lot line adjustment process will still need to be completed. The targeted date to close escrow would be 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.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this resolution. The County will not buy this property or staff will require additional direction.

ATTACHMENTS:
Yosemite West Resolution of Intention (DOCX)
Yosemite West Notice of Intent(DOCX)
Yosemite West Purchase and Sale Agreement (DOCX)
Exhibit A (PDF)
Exhibit B (PNG)
YW LLA Application (PDF)
ApprovedSitePlanwithDetail (PDF)
PurchaseAreaHighlight (PDF)

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

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

Attachment: Yosemite West Resolution of Intention (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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).

Attachment: Yosemite West Notice of Intent (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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.

Attachment: Yosemite West Purchase and Sale Agreement (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

Attachment: Exhibit A (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

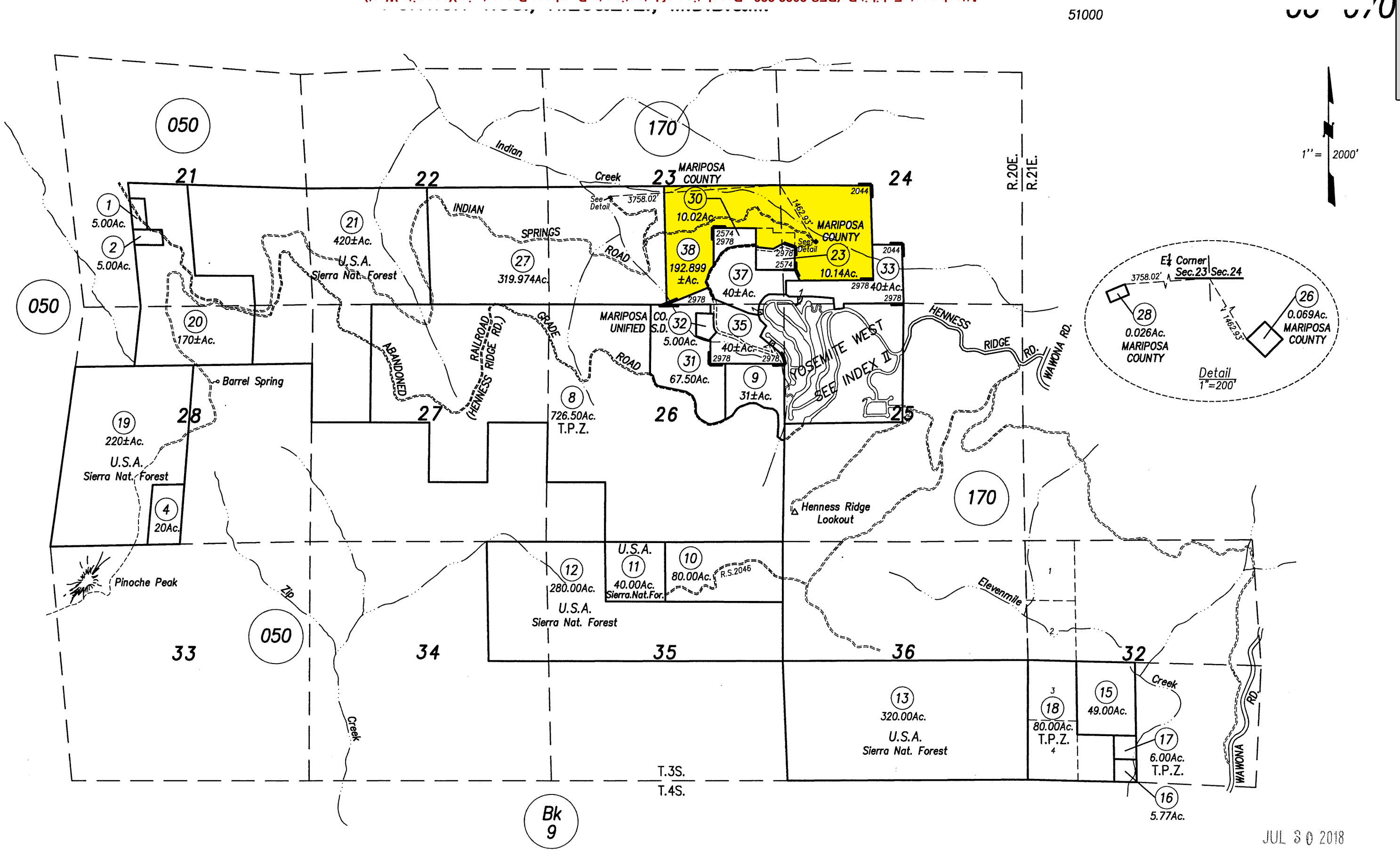
This description was prepared by me or under my direction.

March 23, 2023
Date

Nicholas A. Vanlandingham

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
P.L.S. 8393
STATE OF CALIFORNIA

Attachment: Exhibit A (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)



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

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

Attachment: YW LLA Application (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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:

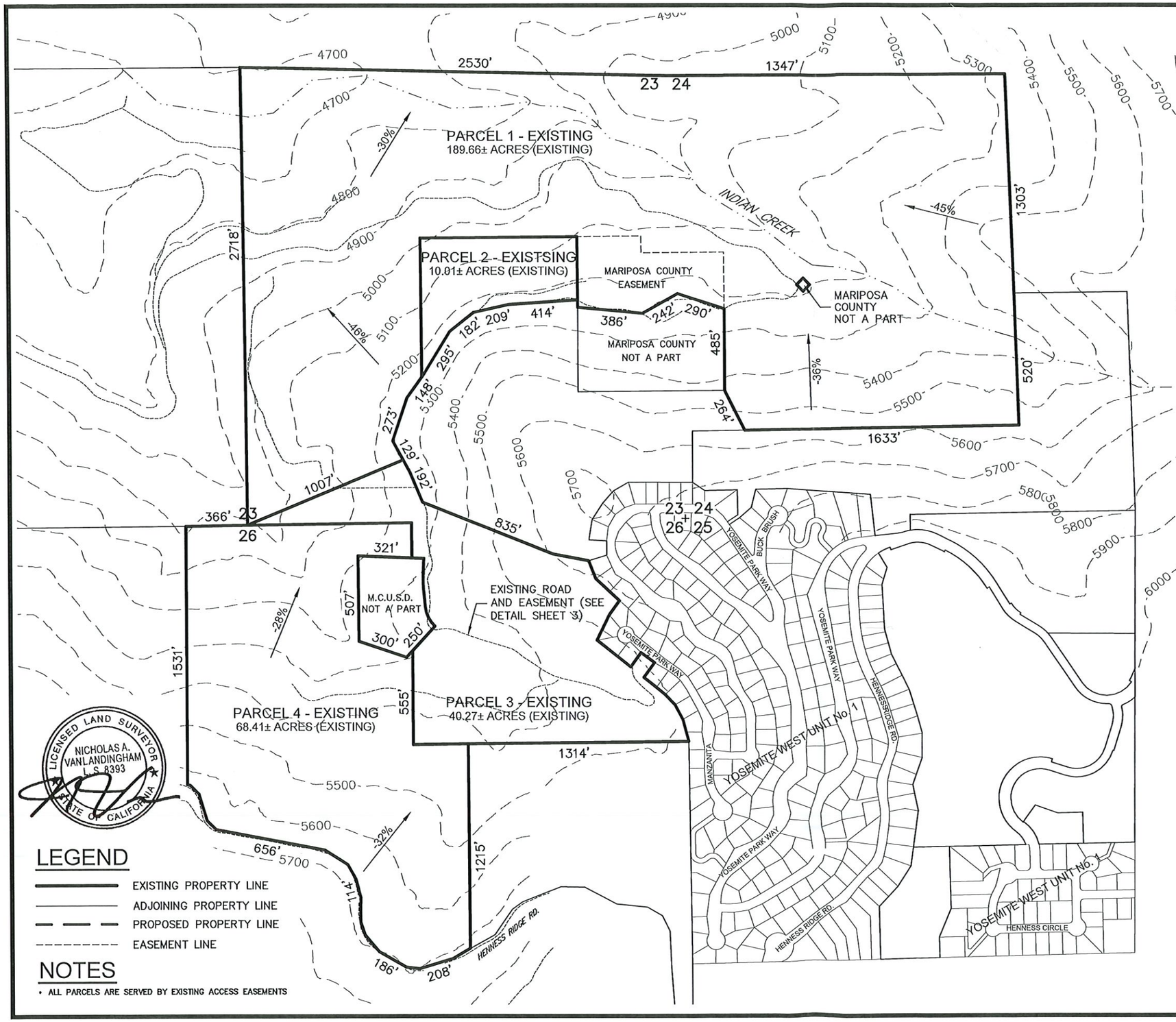
If there are more than two property owners, additional copies of this page shall be provided.

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.

Attachment: YW LLA Application (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)



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
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

FILE:V:\JSA Dropbox\JSA - ActiveJobs\2022\22-086 YosWest Mariposa Co LLA\CAD\Drawings\LLA3.dwg

Attachment: ApprovedSitePlanwithDetail (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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

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)

YOSEMITE WEST UNIT No. 1

YOSEMITE PARK WAY

BUCK BRUSH

MANZANITA

HENNESS RIDGE RD.

HENNESS CIRCLE

LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE

NOTES

- ALL PARCELS ARE SERVED BY EXISTING ACCESS EASEMENTS

NICHOLAS A. VANLANDINGHAM L.S. 8393 LICENSED LAND SURVEYOR STATE OF CALIFORNIA

PARCEL 1
YOSEMITE HENNESS RIDGE LLC
APN 006-070-038

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JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 02/23/23 BY: NAV

FILE:V:\JSA Dropbox\JSA - ActiveJobs\2022\22-086 YosWest Mariposa Co LLA\CAD\Drawings\LLA3.dwg

Attachment: ApprovedSitePlanwithDetail (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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)

M.C.U.S.D.
NOT A PART

95'

25'

EXISTING 25' WIDE
ACCESS EASEMENT

389'

PROPOSED PROPERTY LINE
TO FOLLOW CENTERLINE OF
EXISTING DIRT ROAD

280'

60'

EXISTING 60' WIDE
ACCESS EASEMENT

180'

353'

49'

1314'

SS

EXISTING SEPTIC
SYSTEM

EXISTING
WELL

W

PROPOSED
BUILDING

243'

25'

PROPOSED
BUILDING

PROPOSED WATER
STORAGE TANK

EXISTING 25' WIDE ACCESS
EASEMENT ALONG EXISTING
ROADWAY

15'

EXISTING 15' WIDE
UTILITY EASEMENT

LOT 293

LOT 294

LOT 249

LOT 247

LOT 246

LOT 245

LOT 244

YOSEMITE PARKWAY

27'

35'

182'

95'

68'

85'

98'

77'

55'

LEGEND

- EXISTING PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE

NOTES

- ALL PARCELS ARE SERVED BY EXISTING ACCESS EASEMENTS

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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Attachment: ApprovedSitePlanwithDetail (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

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)

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INDIAN CREEK

DIVISION LINE TO BE REMOVED

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YOSEMITE PARK WAY

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HENNESS RIDGE RD.

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LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

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DATE: 02/23/23 BY: NAV

FILE:\USA Dropbox\USA - Active Jobs\2022\22-086 YosWest Mariposa Co LLA\CAD\Drawings\LLA3.dwg

Attachment: PurchaseAreaHighlight (RES-2023-239 : Resolution of Intention to Purchase Property in Yosemite West)

MARIPOSA COUNTY

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

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Committee's Annual Written Report (Second Opportunity)

RECOMMENDATION AND JUSTIFICATION:
Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637 (Second Opportunity).

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

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

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

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

C. Any issues impeding committee effectiveness; and

D. Goals and objectives for the next year.

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

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

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

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

Agenda Item - No Resolution Requested

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The first annual committee report was on the Board's Consent Agenda on April 11, 2023 in which a small number of committees submitted their reports.

This is a second opportunity to allow more committees to submit their annual reports.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the current and future projects of the committees.

ATTACHMENTS:
230221 Annual Report - Creative Placemaking (DOCX)
230419 HPAC Annual Report 22 (PDF)
AAC Annual Report - 2022 (DOCX)
AB939 Annual Report - 2022 (DOCX)
Building Departmant Advisory and Appeals Board (PDF)
Law Library Annual Report 2023 (DOCX)
MCFAC Annual update (PDF)
WAAB Annual Report 23 (DOCX)
YWDAC annual report23JM (DOCX)
Annual Report 2022_CMAB (DOCX)
Annual Report 2022_CCTF (DOCX)
SSTAC Annual Report 2022 (PDF)
Planning Memo - H.9 (PDF)

RESULT: INFORMATION RECEIVED

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

MEMORANDUM

Date:	4/1/2023
To:	Danielle Bondshu, Clerk of the Board
From:	Cara Goger, Chair of Creative Placemaking Strategy Advisory Committee
Topic:	Creative Placemaking Strategy Advisory Committee Annual Report to the Board of Supervisors

Pursuant to the Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees adopted by Resolution 202-637, Section 10.2 following is the annual report.

Mariposa County Creative Placemaking Strategy Advisory Committee (CPSAC)
Reporting Period: 1/1/2022-12/31/2022

With the adoption of the Mariposa County Creative Placemaking Strategy (CPS) in 2021, the CPSAC's work changed from developing that plan to implementing its recommendations. As such, the bulk of the committee's work in this period focused on supporting efforts to advance key recommendations of the CPS.

First, the committee took significant action on Creative Placemaking Strategy Project 1: Countywide Mural Project. Action included pursuing and receiving funding from the Caltrans Clean CA grant program to install two murals and corresponding gateway art elements in downtown Mariposa. With the murals, this project is a direct implementation of the Project 1 in the CPS. The gateway elements are also an implementation of Program 2: Land Preservation and Interpretive Art. In general,

Attachment: 230221 Annual Report - Creative Placemaking (14054 : Receive Committee's Annual Written Report (Second Opportunity))

their design is guided by the CPS' vision statement for creative placemaking projects to explore more comprehensive understandings of local sense of place, especially in terms of the landscape, ecosystems, and native plants/animals that Mariposans have a connection to. Finally, the locations of the murals and elements was guided by CPS, which recommends sites for these specific interventions.

The CPSAC supported the application to the grant program, and once funded, served (and continue to serve) as a critical sounding board for the design team. Of note, this has involved (and continued to involve) collaboration with the Historic Sites and Records Preservation Committee, and as such is a partial implementation of CPS Policy 1: Establish Creative Placemaking Strategy Advisory Committee as a Review Body for Public Art & Creative Placemaking Projects/Programs.

Additionally, the CPSAC worked on CPS Program 4: Art and Agricultural Programming. This work entailed supporting the successful County/Arts Council application to the National Endowment for the Arts' Our Town grant program for the Working Lands, Working Artists project. This effort, which uses art to amplify and interpret the stakeholder engagement work for the development of the Agriculture and Working Lands Conservation Plan, is currently under way and anticipated to be completed at the end of 2023.

Lastly, the CPSAC conducted its normal administrative functions, including electing new officers, and providing updates to the membership and staff on grassroots creative placemaking initiatives.

In the next reporting cycle, the CPSAC will continue to support implementation of the CPS, especially with the ongoing implementation of the Mariposa Gateway Elements and Working Lands, Working Artists projects. As well, it is anticipated that the County will apply for additional funding to expand the gateway elements project into other communities throughout the county, a project in which the CPSAC will have a crucial role. Other CPS recommendations that the CPSAC could support in 2023 include Project 4: Mariposa Creek Parkway, Project 6: Coulterville Pedestrian Enhancements and Walking Tour, and Program 7: Permanent Parklet Program.

Attachment: 230221 Annual Report - Creative Placemaking (14054 : Receive Committee's Annual Written Report (Second Opportunity))

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

MEMORANDUM

Date: April 19, 2023
To: Clerk of the Board & Board of Supervisors
From: Steve Engfer SE
Topic: Housing Programs Advisory Committee Annual Report 2022

Housing Programs Advisory Committee (HPAC)

The HPAC had one ad hoc meeting since the adoption of the 2019-2024 Housing element to the General plan. This meeting took place on August 19th, 2020, and was focused on updating the committee on current housing programs and soliciting community input on the Integrated Mobility and Housing Strategies project. At the time, Planning Director Williams suggested that the committee stay active, but only meet as needed to discuss housing issues.

As the county prepares to begin the 2024-2029 Housing Element update, staff intends to reconvene the HPAC as a housing element working group and potentially maintain an active committee to tackle other housing related issues. Other projects that staff anticipates the HPAC will work on is a review of the County's short term rental study and development code update.

Currently there are many vacancies on the 11-person committee. Currently staff are contacting existing members and seeking committee applications.

Attachment: 230419 HPAC Annual Report 22 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

DATE: April 20, 2023

TO: Board of Supervisors

FROM: Airport Advisory Committee

RE: Annual Report of the Airport Advisory Committee

Purpose

The purpose of the Airport Advisory Committee is to advise and make recommendations to the Mariposa County Board of Supervisors on airport-related matters. However, the committee is advisory only and does not have the power to render decisions on behalf of the County or its officials.

Background and Information

Established in 1993 by Mariposa County Board of Supervisors Resolution 93-387, the Airport Advisory Committee is composed of seven voting members and two alternate members. Of the seven voting members, three members have expertise in aviation, two members reside or own property within the Airport Influence Area, and two members at-large.

Current members with aviation expertise are Roy Anderson, Gary Friesen, and one vacancy. Joe Coho and Ruth Sellers represent residents and property owners in the Airport Influence Area. The at-large members are Rick Leinheuser and Patricia Skogen. Aitor Limendy is an alternate member with one vacancy open which has voting rights if required to achieve a quorum. Supervisor Menetrey and Supervisor Poe are the Board of Supervisors Liaisons.

Overview of Topics Covered in 2022

The management of waste aviation motor oil was a recurring topic throughout 2022. Piston aircraft utilize leaded fuel that caused the waste oil to be contaminated with hazardous levels of lead making it unsuitable for recycling. The existing waste oil has been disposed of and new management methods must be implemented to manage the waste oil produced at the airport.

The committee expressed concerns and opposition to plans to locate a new county cemetery on existing airport property. The Public Works Department reported to the Airport Advisory Committee during the October 12, 2022, meeting that airport property was no longer being considered as a location for the new cemetery.

The construction of new hangars and the development of a new long-term ground space lease to encourage private development of larger hangars were discussed. The Airport

cc: Director of Public Works

Attachment: AAC Annual Report - 2022 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Advisory Committee recommended the adoption of a new long-term lease be adopted by the Board of Supervisors.

One special meeting was called by the Airport Advisory Committee to discuss their response to the 2021/2022 Grand Jury Report regarding the Airport Advisory Committee.

Accomplishments

Recommended changes to the committee's bylaws to refine attendance requirements for members and require attendance by Alternate Members to ensure a quorum for all meetings.

Recommended the adoption of a long-term ground space lease agreement by the Board of Supervisors to encourage private development of large hangars.

Goals and Objectives for 2023

Review and provide recommendations for updates to the Airport Layout Plan and Capital Improvement Plan.

Recommend criteria and priorities for planned airport paving projects.

Participate in the development of a Mariposa-Yosemite Airport Public Communication Plan. Including promotion of airport activities, website updates, and operational transparency.

cc: Director of Public Works

Attachment: AAC Annual Report - 2022 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

DATE: April 20, 2023

TO: Board of Supervisors

FROM: AB 939 Local Task Force

RE: Annual Report of the AB 939 Local Task Force

Purpose

Review and comment on the planning documents regarding the five-year County Integrated Waste Management Plan (CIWMP) and to provide solid waste programs in accordance with CCR Title 14, Section 18788.

Background and Information

Established in 2003 by Mariposa County Board of Supervisors Resolution 2003-117. The AB 939 Local Task Force reviews and comments on the County Integrated Waste Management Programs that must be reviewed every five years.

Overview of Topics Covered in 2022

The AB 939 Local Task Force did not have any meetings constituting a quorum in 2022.

Goals and Objectives for 2023

Mariposa County Public Works Staff will revise the bylaws of the AB 939 Local Task Force to encourage greater participation and control by members of the public. The task force should be operated by comprised of Mariposa County residents with the authority to request reports and updates from applicable County Departments and serve as a conduit for the general public, public institutions, and commercial enterprises to present recommendations and request regarding Solid Waste and Recycling Services offered by Mariposa County.

Public Works Staff will submit revised bylaws to the Board of Supervisors in May 2023.

cc: Director of Public Works

Attachment: AB939 Annual Report - 2022 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Mariposa County Building Department

Debra Willis, Building Director

5100 Bullion St., P.O. Box 1268, Mariposa, CA 95338

Phone (209)966-3934 FAX (209)742-5024

April 13, 2023

TO: Mariposa County Board of Supervisors

FROM: Debra Willis, Building Director D. W.

SUBJECT: Meetings for Building Department Advisory and Appeals Board

The Building Department Advisory and Appeals Board is required to be in place per California Building Code (CRC R112, CBC 113). This Board only meets when there is an appeal to the Building Director's determination. There have been no requests to appeal the Building Director's determinations, therefore the Board has not met in the past several years.

Attachment: Building Departmant Advisory and Appeals Board (14054 : Receive Committee's Annual Written Report (Second Opportunity))

COUNTY COUNSEL/RISK MANAGEMENT

DATE: **MAY 2, 2023**

TO: Board of Supervisors

FROM: Steven W. Dahlem, County Counsel/Risk Manager

RE: Annual Report of the Law Library Trustees Board

The mission of the Mariposa County Law Library Trustees Board is to strengthen, improve, promote, and advocate for the unique legal information services provided by county law libraries that support access to justice for all Californians.

Background and Information

The Law Library was originally housed in the Mariposa County Courthouse and is currently housed in the Mariposa County Library, which provides better access to the citizens of Mariposa without jeopardizing the security within the Courthouse.

The Mariposa County Law Library has provided freely accessible legal materials for public use since it was established in 1991 in accordance with Business and Professions Code 6300 et seq., Mariposa County Ordinance No. 856, and Mariposa County Resolution 91-19.

Our legal materials include self-help print titles, treatises, practice guides, and online databases. We provide computers where people can fill out forms, draft legal documents, and do legal research.

The Law Library Trustees Board governs the policies, operations, budget, and future direction of the Law Library. The Board meets quarterly but no less than twice a year.

Board member appointments are in accordance with Business and Professions Code section 6301. This section requires both Judges of the Superior Court, the County Counsel, the District Attorney, the President of the local bar association, and two at-large positions. The President of the local bar association and the two at-large positions are appointed or re-appointed on an annual basis.

The current membership is as follows: Superior Court Judge Michael Fagalde; Superior Court Judge Anita Starchman Bryant; Steve Dahlem, County Counsel (Chair); Walter Wall, District Attorney; Casey Archer, President of the Mariposa County Bar Association; Rhonda Scherf, At-Large (Secretary); and Matt Johnson, At-Large.

Attachment: Law Library Annual Report 2023 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Board of Supervisors
[Date]

Overview of topics covered by the Law Library Trustees in 2022

1. Filling the vacancy on the Board left by the retirement of the County Librarian. The County Librarian is the custodian of all of the Law Library materials, negotiates contracts for the on-line materials, and maintains and updates all such materials and computers.

2. Budget oversight was conducted to keep apprised of the funds available for Law Library materials.

3. The County Library's website, operating hours, and resources for the public were reviewed. The Court has been unable to fill the vacancy in the self-help center, who also serves as the Small Claims Legal Advisor, making the County Library the only local resource available to the public for legal research and locating and filling out the appropriate legal forms to represent themselves in legal matters.

Accomplishments

1. Provided freely accessible legal materials for public use.

2. Reviewed all policies, operations, budget, and future direction of the Law Library.

3. Successfully filled the vacancies on the Board with the newly appointed Superior Court Judge and County Librarian.

Goals and Objectives for 2023

1. Review the inventory of Law Library materials and discard old materials and purchase updated materials, including review of online research materials and equipment.

2. Perform budget oversight.

Attachment: Law Library Annual Report 2023 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

MCFAC 2022
Annual Update

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Mariposa County Fire Advisory Committee
Chair: Steven Ward

2022 Committee Members:

Chair: Steven Ward
Vic-Chair: Steve Engfer
Secretary: Lora Norman transitioned to Alison Deak

Voting Members:
CALFIRE
Mariposa County Fire Safe Council (FSC)
Mariposa County Resource Conservation District (RCD)
Mariposa County Planning Department
Mariposa County Public Works Department
American Indian Council of Mariposa County
Mariposa County Sheriff's Office/OES
Southwest Interface Team (SWIFT)
University of California Cooperation Extension (UCCE)
Sierra Telephone
Public Membership (two)

Ex-Officio (non-voting) members:
United States Forest Service both Sierra and Stanislaus Forests
Bureau of Land Management
Yosemite National Park
Pacific Gas and Electric
Cal Trans
Farm Bureau

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Accomplishments:

- MCFAC met 11 out of 12 monthly scheduled meetings with April no having enough for quorum. Vic-Chair facilitated a few meetings with the Chair being committed to fire incidents.
- Working through Covid 19 protocols we maintained meetings through routine approvals for teleconferencing meetings in accordance to Resolution 2021-01.
- Learned and worked through a clear understanding (with assistance of County Counsel) how MCFAC recommends to the BOS but does not itself write Letters of Support.
- Updated our MCFAC roster and email group. Identify current representatives on committee with alternate.
- MCFAC/Mariposa County was recognized by the California Governor's Office of Planning and Research (OPR) through their community level resource publications "Fire Hazard Planning Technical Advisory and Wildland Urban Interface (WUI) Planning Guide. These specifically referenced our County's CWPP and coordination efforts through MFAC style committees.
- Large amount of time during this year's meetings spent reviewing updated County Committee policy. This included direction to the committee to review and update Exhibit A of resolution 2020-627 that outlined how MCFAC would function, committee members and role/responsibilities.
    - committee adhoc members reviewed and made recommendations to identify voting vs ex-officio (non-voting) members. This reduced the number of voting members and allowed for a lower quorum number.
    - Letters were sent to previous 19 members to explain and allow those who were challenged to make the meetings and/or all parties involved felt it was appropriate to allow for ex-officio membership.
- We were awarded CALFIRE 2022 County Coordinator Grant through the State Fire Safe Counsel.

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

    - This is allowing County Fire to develop and hopefully get approval for a Wildland Mitigation Coordinator. This position will take on the workload of supporting MCFAC needs as well as other coordination needs with our wildfire prevention and education partners.

  These recommendations were made to the board of supervisors and approved as part of resolution 2022-539 on September 20.
- Although we lost community member representative Dave Angelini who moved from the area, we were able to have a replacement in short order with Gary Colliver's approval to join the committee.
- Bootjack tank project as part of the CWPP implementation was a very successful although long and at times challenging project. The tank was approved just a day before the devastating Oak fire. However, the use of the tank with the quick fill abilities and short turn around times was a contributing factor in saving multiple homes and subdivisions.
- The CWPP realignment of identifying "communities" was reduced to 27 from 38 to better align with community names and location. The appendices is being worked on to allow for community self-evaluation and provide public input with community specific appendices for each community.

Coordination

- Coordination of Fuel Reduction projects and grants was a large success this year. Not in the action of physically working on each other's projects, but through discussion and awareness of ongoing and planned projects that members of the committee had ongoing. This led to helpful suggestions/discussions regarding how to tag on or help each other with grant opportunities. There were times when our committee members discussed working on projects together or utilizing each others efforts to collaborate information for grants. As this committee continues to evolve there is more learning and understanding how to work with each other to be more successful with grant funding opportunities and when it makes sense to coordinate projects. There are opportunities our committee looks to

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

support each other's goals weather that be assistance in advertising, grant writing suggestions, or beneficial discussion.

- Different grant announcements and status are a standing agenda item. This allows all our committee partners to talk about opportunities, challenges, as questions, and get status updates on different types of grants.
- Project coordination and status updates are also standing agenda item. This also is where different agency invitations and coordination takes place such as but not limited to RCD with CalTrans for Hwy 49 corridor project, or CALFIRE with input to Mariposa Fire Safe Council for strategic fuel reduction projects, County Fire with RCD, FSC on Secure Rual Schools Title III funding towards community fuel reduction and home hardening.
- We have occasional presentation from private fuel reduction companies including one on use of goats and sheep for fuel reduction that can be considered in grant writing of reduction projects as an option.

Public Education

- Our committee members send out a lot of information via media outlets available to the public to promote their organizations support and efforts to our community.
- We have a standing public comment period that has been utilized more frequently this last year showing our community has interest and questions regarding wildfire safety.
- We had input from public members inquiring on tree removals, pile burning demonstrations, and chipping programs.
    - We were able to refer to our FSC and Prescribed Burn Association (PBA)
- We had public education after public comment request for burn pile demonstrations and education. This was done through the UC Merced Cooperative Extension PBA. There was a webinar posted in January with planned events to conduct live burn piles events and demonstrations.

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Challenges

- One of the items as a committee we realized is it's hard to get adhoc committees formed, or it always seems to be the same 3-4 members willing to take on extra projects. This a challenge as it impacts these select individuals and workload is not evenly spread out.
    - The committee is voluntary and although authority may be given to appoint adhoc, it's hard not to recognize workload of our committee members in their regular primary job duties. There for I don't consider adhoc as a mandatory.
- There is a struggle to fulfill grant opportunities for the county that may come through MCFAC as a recommendation. Typically, when grant opportunities come about at the county level, there is very limited to no persons who have the capacity to research and write grants on top of their own jobs and responsibilities.
- There was a struggle getting quorum at times as percentage of our committee have jobs that take them out of the area and/or they are routinely not available.
    - This was resolved for the most part with the adjustment and board approved Exhibit A that designated voting vs non-voting members to allow quorum at 7 vs past 10.
- Specific CWPP implementation updates. These haven't been captured or updated since last September due to other priorities of the committee. However, most projects have been in line with the implementation but table 9 needs to be updated.
- GIS coordination for CWPP is challenging with capacity and workload. However, as we move forward this will hopefully be more streamlined. Ben is great and very willing to help, it's just my capacity to go sit with him and make the changes to the CWPP document that's more than just adding maps but changing the layout, description verbiage, and references.

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Goals

- Increase capacity to stay up with needs of MCFAC.
    - This can be done with increased grant funded position being requested.
- Approval to fill the Wildland Coordinator Position.
    - Having this position should help with the capacity to assist with CWPP coordination and updates with GIS, appendices development, grant research, preparation/application submissions and management.
- Successful adjustments back to in persons meetings with the expiration of resolution 2020-21 recognition of state proclamation to Covid 19.
- Get the CWPP updated into GIS and online with the updates that were approved by the Board in September 2021.
- Be timelier and more accountable to quarterly updates as requested by Resolution 2020-637.
- Continue to improve as a committee by increasing public education on what MCFAC is and how the community can participate or utilize this forum.
- Fill open community representative on the committee.

Attachment: MCFAC Annual update (14054 : Receive Committee's Annual Written Report (Second Opportunity))

DATE: May 2, 2023

TO: Board of Supervisors

FROM: Water Agency Advisory Board, Chair John McCamman

RE: Annual Report of the Water Agency Advisory Board

Purpose

The Water Agency Advisory Board provides recommendations to the Board of Directors of the Water Agency on loan terms, grant investigations, and issues related to MID Water Funds, FERC relicensing process, and surface and groundwater issues.

Background and Information

Established in 1977 by Mariposa County Resolution number 23, the Water Agency Advisory Board is composed of five members appointed by each Supervisorial District, including two At-Large members and a Non-Voting Ex-Officio member from Mariposa Public Utility District (MPUD).

The current membership includes Art Baggett (District 1), Sonny Palmer (District 3), Mark Rowney (District 4), and John McCamman (District 5). The District 2 representative position is currently vacant. Robert Keller and Michael Martin (At-Large members), and Susan Wages (Non-Voting Ex-Officio) member. Committee members are appointed to three (3) year terms.

Overview of Topics Covered in 2022

The Merced Irrigation District (MID) Settlement Agreement outlines the terms of a one-time payment of $1.5 million, annual payments of up to $300,000 per year for up to 30 years, and funding of up to $18 million to develop two water resource projects at Lake McClure. The agreement also includes provisions for the county to ensure the Northside project diversion is the same as the existing diversion for the Lake Don Pedro Community Services District diversion. Any unused funds will revert to MID and the county on a 50% basis in 2047.

In December 2019, the Board of Supervisors allocated over one million of the $1.8 million received until that time from the settlement of the MID suits and underlying agreements. Of that amount, $250,000 was set aside for a “water projects feasibility study,” which would “allow the County, or the County Water Agency, to begin the process of investigating possible projects to determine which options will be most feasible and beneficial to the county.” (Dec. 17, 2019, Board Report from CAO).

cc: Director of Public Works

Attachment: WAAB Annual Report 23 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Accomplishments

The Water Agency Advisory Board established a Request for Proposal (RFP) on June 24, 2022, and Black Water Consulting submitted the only proposal for conducting a feasibility study.

Goals and Objectives for 2023

The County will enter into a Professional Services Agreement with Black Water Consulting to conduct a feasibility study and recommend projects. The Board will review the recommended projects and prepare a report advising the Board of Directors on project selection.

Attachment: WAAB Annual Report 23 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

cc: Director of Public Works

DATE: April 20, 2023

TO: Board of Supervisors

FROM: Yosemite West District Advisory Committee

RE: Annual Report of the Yosemite West District Advisory Committee

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Purpose

Review, comment and offer recommendations regarding annexation or other adjustments or any matters relative to contracts or agreements outside the service area boundaries; and to make recommendations concerning the Yosemite West Budget.

Background and Information

The seven (7) individuals serving on the YWDAC are Yosemite West residents and/or property owners from within the service area boundaries who are appointed by the Mariposa County Board of Supervisors acting as Directors of the YW Special District. The District 1 Supervisor is a non-voting, ex-officio member. The YWDAC was formed as the result of a consolidation of two committees (Yosemite West Maintenance Advisory Committee and the Yosemite West Budget Advisory Committee) as adopted by Board Res. 95-119. The committee meets quarterly to discuss various topics related to Yosemite West.

Overview of Topics Covered in 2022

In 2022, the Committee discussed a rate study with reference to Proposition 218, various repairs within the District, Integrated Regional Watershed Management (IRWM) funding for down tree removal within Yosemite West, Cal OES funding for Ferguson Fire damage tree removal, land purchase for expansion of the Leach Fields, and possible water and wastewater projects funded through the American Rescue Plan Act (ARPA). The Committee supported and recommended to the Directors a transfer of funds to meet the required 25% community match for Cal OES funding for Ferguson Fire damage tree removal.

Accomplishments

During 2022, the committee accomplished repairs and maintenance of equipment throughout the district. ARPA funding was received for project improvements. IRWM funding enabled down tree removal within Yosemite West. The Committee supported and recommended to the Directors a transfer of funds to meet the required 25% community match for Cal OES funding for Ferguson Fire damage tree removal.

Attachment: YWDAC annual report23JM (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Goals and Objectives for 2023

Moving forward into 2023, the YWDAC aims to complete the land purchase for the expansion of the leach fields and move forward with a Rate Study under Proposition 218.

Attachment: YWDAC annual report23JM (14054 : Receive Committee's Annual Written Report (Second Opportunity))

2022 ANNUAL REPORT

CONNECT MARIPOSA ADVISORY BOARD

The Connect Mariposa Advisory Board (CMAB) was established in 2022 and met 4 times during the calendar year. CMAB met on the following dates:

3/07/2022

4/07/2022

8/24/2022

9/22/2022

The appointed committee members discussed the broadband grant projects that currently impact Mariposa County, including the Regional Broadband Roadmap and the County Broadband Plan, funded by an EDA grant in partnership with Golden State Finance Authority.

The committee also reviewed the Local Agency Technology Assistance (LATA) grant application that was awarded to the County in October 2022. The committee is now assisting the Economic Development Specialist with implementation of the grant project.

CMAB is currently working with the California Public Utility Commission (CPUC) to bring middle mile broadband service to Mariposa County and will continue to be involved with broadband issues as they relate to Mariposa County.

Attachment: Annual Report 2022_CMAB (14054 : Receive Committee's Annual Written Report (Second Opportunity))

2022 ANNUAL REPORT

CONNECT MARIPOSA ADVISORY BOARD

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Attachment: Annual Report 2022_CCTF (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Mariposa County
Local Transportation Commission

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

March 30, 2023

To: Board of Supervisors

From: Social Services Transportation Advisory Council

Subject: Annual Report 2022

Authority: LTC Resolution #88-2, PUC 99238, SSTAC Bylaws, and LTC Resolution 88-3

Membership:

-One representative of potential transit users who is 60 years of age or older.
-One representative or potential transit users who is handicapped.
-Two representatives of local social service providers for seniors, including one representative of a social services transportation provider, if one exists.
-Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
-One representative of a local social service provider for persons of limited means.
-Two representatives from the local consolidated transportation service agency, including one representative from an operator, if one exists.

Membership January 1, 2022 to December 31, 2022:

Amanda Meek	Local Social Service Provider for Person's of Limited Means
Debra Barcellos	Social Service Provider for the Disabled
Kelly Taute	Local Consolidated Transportation Service Agency
Tina Gavette	Social Service Provider for Seniors

Term: 3 Year Terms

Purpose: Advise the Transportation Planning Agency regarding needs, including coordination and consolidation of specialized transporation services per PUC Section 99238.

Pending SSTAC Approval 4/26/23

Attachment: SSTAC Annual Report 2022 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

Department: Public Works

Meetings: April 27, 2022 – Kelly Taute shared a Power Point Presentation for Transit Operations with updates. Amanda Meek had a logistics issue she brought to the group which was shared and resolved. Jeannie Morvay-Clayton expressed the need for current advertising of Transit Offerings in the County which will be worked on jointly with Transportation Planning and Mariposa Transit in the upcoming year.

October 26, 2022 – Minutes from the April 27, 2022 meeting were approved. Kelly Taute gave updates on Mariposa Transit, current work on a Transit Policy, and the research for virtual voucher system. Debra Barcellos gave us an update on current transit operations at Mariposa Heritage House and their offerings. Amanda Meek brought forward some suggestions about partnering with other agencies for transit needs. Jeannie Morvay-Clayton will investigate a need brought before the group about residents being able to fill out an Unmet Transit Need online all year round instead of once a year at our Unmet Needs Hearing.

Goals & Objectives for 2023

Update the SSTAC Roster to reflect current membership.

Prepare Annual Report to BOS, approve at the April 26, 2023 meeting.

Prepare for Fare Rate Study to be conducted in FY 2024-25.

Advertise SSTAC vacancies.

Take comment and recommendations on Transit Unmet Needs.

Attachment: SSTAC Annual Report 2022 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

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

MEMORANDUM

Date: May 2, 2023
To: Danielle Bondshu, Clerk of the Board
From: Steve Engfer, Planning Director SE
Topic: 2022 Annual Report of Planning Advisory Committees

Summary:

Board of Supervisors Resolution No. 2022-637 requires each committee to prepare and submit an annual written report to the Board of Supervisors, (due by April 1).

The intent of the policy is that written reports are communications between the committees and Board of Supervisors and will, consequently, be written and prepared by the committee members, rather than staff. Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board of Supervisors item in coordination with the committee chairperson.

Working with the Clerk of the Board this first review cycle, we have prepared this memo to provide the annual update information including the minutes for the following committees:

Coulterville Planning Advisory Committee *The CPAC has not met recently, last meeting was in 2016. Staff are currently working with Supervisor Poe on vacancy announcements and recruitment. Minutes attached.*

Greeley Hill Planning Advisory Committee- *GHPAC last meeting was June of 2017. Staff are currently working with Supervisor Poe on vacancy announcements and recruitment. Minutes attached.*

Catheys Valley Planning Advisory Committee- *CVPAC last meeting was January 2022. Minutes attached.*

El Portal Planning Advisory Committee *EPPAC last meeting was May 2022. Minutes attached.*

Wawona Town Planning Advisory Committee *WTPAC met once over the year in October of 2022.Minutes Attached.*

Agricultural Advisory Committee *The AAC met once over the year in October of 2022.Minutes Attached.*

Housing Programs Advisory Committee *The HPAC met in 2020. Currently staff are recruiting for the HPAC and working to reconvene and move forward in preparation of the 2024Housing Element update and to set and ongoing HPAC workplan..*

Attachment: Planning Memo - H.9 (14054 : Receive Committee's Annual Written Report (Second Opportunity))

MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Requested Fiscal Year 2023-24 (FY24) Budget Study Session

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RECOMMENDATION AND JUSTIFICATION:

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.

California Government Code (CGC) §29088 requires the Board of Supervisors to adopt a balanced budget no later than June 30 of each year. Prior to this time, department directors are invited to share their requests for the coming fiscal year and the County Administrative Officer (CAO) is required, per CGC §29062, to submit a balanced recommended budget for Board consideration.

The Mariposa County Budget Control and Financial Management Policy directs departments to present their requests in April; the CAO to prepare the recommended budget in May; the recommended budget to be noticed and publicly available at least ten (10) days prior to Board consideration; and compliance with state regulations in adopting a balanced budget prior to June 30. This approach is more transparent and meaningful than prior budget processes and encourages more public and Board input earlier and more often.

This is the first of two budget study sessions to hear department budget requests.

As noted above, the CAO will use received input and ongoing discussions with department heads to develop a balanced recommended budget. A public hearing will be held in June to continue the discussion and reach a consensus on the budget before it is considered for adoption.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board considers budget requests and recommendations on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested.

Agenda Item - No Resolution Requested

ATTACHMENTS:
FY24 Requested Budget 5.2.23 Meeting (PDF)

RESULT: WITHDRAWN

Organization: Board of Supervisors **Budget Unit #: 101**

Program Description:
The Board of Supervisors is the governing body for the County of Mariposa and consists of five members, each elected from one of the five supervisorial districts in the County for a term of office of four years. In exercising the powers of County government, the Board acts as both the legislative and the executive authority of the county, as well as having quasi-judicial authorities. Specific legislative responsibilities include adoption of the annual County budget, establishment of appropriation levels for all County agencies and departments, appointment of non-elected department heads, the establishment of salaries for all County officials and employees and approving and supervising the policies and operations of the County of Mariposa.

The Board also serves as the governing body of the Mariposa Air Pollution Control District, the Mariposa County Local Transportation Commission, the In-Home Supportive Services (IHSS) Board, the governing body of the Mariposa County Public Finance Corporation, as well as a number of special districts, service areas, and zones of benefit including County Service Area 1M (Don Pedro), Mariposa Pines Sewer Zone, Sewer Zone (Don Pedro), Coulterville Sewer and Water Zone, Vehicle Parking District No. 1 of Mariposa County, Wawona County Services Area 2-W, Hornitos Lighting District, Mariposa Lighting District, Coulterville Lighting District, Yosemite West Maintenance District, Mariposa County Water Agency, and Countywide Service Area.

This budget is administered by the Clerk of the Board, whose function and department are also included.

Accomplishments:

- Amended Committee Policy to standardize expectations and reporting among committees
- Updated regular meeting schedule (to move the Board to three meetings a month)
- Implemented new agenda management system
- Replaced sound system

Goals:

- Renovate and extend the front office
- Hire a Senior Office Assistant to be the receptionist for all three departments on the floor
- Continue staff training and professional development
- Digitize old agreements
- Begin the process of preserving ordinances
- Add new software to better manage public records requests and social media
- Revamp of "Government Month"
- Update records retention software and policy

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Other Department Funds:

3301 Fish & Game Propagation
The Fish and Game Fund is a special fund supported by fines imposed by the Superior Court for fish and game violations. The Board of Supervisors, with the advice of the Mariposa County Fish and Game Advisory Board, manages the Fish and Game Fund.

Requested Changes:

- Add salary for Senior Office Assistant and two summer extra-help employees
- Add to travel-related lines due to an increase in the number of Supervisors attending conferences and staff professional development
- Add to Memberships due to bring in line with FY23 actuals
- Add a Legal Services line; this is to cover assessment appeals and legal matters
- Dissolve Budget Unit 105 - Assessment Appeals due to no longer having an Assessment Appeals Board
- Reduce Publication Fees, the previous year had a larger budget line due to redistricting
- Increase Software line due to CivicClerk, CivicEngage, NextRequest, and Archive Social
- Add to Client - Community and Education to assist with "Government Month"
- Add an Improvements line for the extension of the office

Recommended Changes:
tbd

Final Budget Changes:
tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 101 - Board Of Supervisors

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	48189: Miscellaneous Revenue Account	-	-	9	-	-
1001: General Fund	**No Program**	**48180: Miscellaneous Revenue Category**	**-**	**-**	**9**	**-**	**-**
1001: General Fund	**No Program**	**48000: Miscellaneous Revenue**	**-**	**-**	**9**	**-**	**-**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**-**	**-**	**9**	**-**	**-**
1001: General Fund	No Program	51111: Regular salaries and wages	512,512	460,458	334,601	409,855	458,161
1001: General Fund	No Program	51112: Extra Help	6,000	-	0	4,997	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**518,512**	**460,458**	**334,601**	**414,852**	**458,161**
1001: General Fund	**No Program**	**51200: Add Pay**	**3,844**	**2,017**	**2,521**	**3,537**	**852**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**219,313**	**268,649**	**237,992**	**272,260**	**284,174**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**741,669**	**731,124**	**575,114**	**690,649**	**743,187**
1001: General Fund	No Program	60102: Food	-	-	268	-	-
1001: General Fund	No Program	60105: Employee Appreciation	-	-	-	817	-
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**-**	**-**	**268**	**817**	**-**
1001: General Fund	No Program	60111: Training and Seminars	16,000	16,000	12,180	4,470	4,203
1001: General Fund	**No Program**	**60110: Training**	**16,000**	**16,000**	**12,180**	**4,470**	**4,203**
1001: General Fund	No Program	60121: Meals	1,000	-	512	188	-
1001: General Fund	No Program	60122: Lodging	8,000	-	8,533	2,100	-
1001: General Fund	No Program	60123: Mileage	3,000	3,000	1,646	1,483	467
1001: General Fund	No Program	60124: Transportation - Employee	1,500	-	1,201	151	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**13,500**	**3,000**	**11,891**	**3,922**	**467**
1001: General Fund	No Program	60131: Maintenance - Equipment	600	600	-	-	-
1001: General Fund	**No Program**	**60130: Maintenance**	**600**	**600**	**-**	**-**	**-**
1001: General Fund	No Program	60191: Memberships	1,000	650	900	339	339
1001: General Fund	No Program	60201: Miscellaneous Expense	300	-	300	-	-
1001: General Fund	No Program	60211: Copy Machine Expense	4,000	4,000	2,521	4,337	4,647
1001: General Fund	No Program	60213: Office Supplies	6,000	6,000	4,690	2,297	8,901
1001: General Fund	**No Program**	**60210: Office Expense**	**10,000**	**10,000**	**7,211**	**6,633**	**13,548**
1001: General Fund	No Program	60301: General Professional Services	5,000	5,000	-	14,231	9,085
1001: General Fund	No Program	60318: Legal Services	60,000	-	-	-	-

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 101 - Board Of Supervisors

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	**No Program**	**60300: Professional Services**	**65,000**	**5,000**	**-**	**14,231**	**9,085**
1001: General Fund	No Program	60381: Publications and Legal Notices	600	5,000	305	4,893	566
1001: General Fund	No Program	60421: Equipment	2,000	57,500	37,353	-	-
1001: General Fund	*No Program*	*+ NextRequest*	*20,000*	-	-	-	-
1001: General Fund	*No Program*	*+ CivicPlus*	*15,000*	-	-	-	-
1001: General Fund	*No Program*	*+ CivicClerk*	*15,000*	-	-	-	-
1001: General Fund	*No Program*	*+ Archive Social*	*7,500*	-	-	-	-
1001: General Fund	No Program	60431: Software	57,500	51,300	28,242	36,212	16,280
1001: General Fund	No Program	60441: Fuel	1,000	200	756	444	-
1001: General Fund	No Program	60508: Client - Community Education and Engagement	1,000	0	-	-	-
1001: General Fund	No Program	60553: Client - Travel Transport	60	-	60	1,182	-
1001: General Fund	**No Program**	**60550: Transportation Services**	**60**	**-**	**60**	**1,182**	**-**
1001: General Fund	**No Program**	**60500: Community Services**	**1,060**	**0**	**60**	**1,182**	**-**
1001: General Fund	No Program	60621: County Vehicle Expense	300	-	266	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**300**	**-**	**266**	**-**	**-**
1001: General Fund	**No Program**	**60000: Operating Expense**	**168,860**	**149,250**	**99,731**	**73,143**	**44,488**
1001: General Fund	No Program	70112: Improvements	60,000	-	-	-	-
1001: General Fund	**No Program**	**70100: Buildings and Improvements**	**60,000**	**-**	**-**	**-**	**-**
1001: General Fund	No Program	70221: Technological Equipment	0	62,870	-	-	-
1001: General Fund	**No Program**	**70200: Equipment Fixed Assets**	**0**	**62,870**	**-**	**-**	**-**
1001: General Fund	**No Program**	**70000: Fixed Assets**	**60,000**	**62,870**	**-**	**-**	**-**
1001: General Fund	No Program	80231: General Insurance	24,583	27,999	21,000	17,427	15,500
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**24,583**	**27,999**	**21,000**	**17,427**	**15,500**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**995,112**	**971,243**	**695,845**	**781,219**	**803,175**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(995,112)**	**(971,243)**	**(695,836)**	**(781,219)**	**(803,175)**
3301: Fish And Game	No Program	43002: Fines Forfeitures and Penalties	1,000	1,000	508	906	1,220
3301: Fish And Game	**No Program**	**43000: Total Fines Forfeitures and Penalties**	**1,000**	**1,000**	**508**	**906**	**1,220**
3301: Fish And Game	No Program	44201: Interest From Investments	150	150	111	137	183
3301: Fish And Game	**No Program**	**44200: Investment Interest**	**150**	**150**	**111**	**137**	**183**
3301: Fish And Game	**No Program**	**44000: Interest**	**150**	**150**	**111**	**137**	**183**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 101 - Board Of Supervisors

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3301: Fish And Game	**No Program**	**49999: Beginning Fund Balance**	**19,400**	**18,143**	**-**	**-**	**-**
3301: Fish And Game	**No Program**	**Revenue: Total Revenues**	**20,550**	**19,293**	**619**	**1,043**	**1,403**
3301: Fish And Game	No Program	60201: Miscellaneous Expense	20,550	19,293	-	-	-
3301: Fish And Game	**No Program**	**60000: Operating Expense**	**20,550**	**19,293**	**-**	**-**	**-**
3301: Fish And Game	**No Program**	**Expense: Total Expenses**	**20,550**	**19,293**	**-**	**-**	**-**
3301: Fish And Game	**No Program**	**MPC_Net Balance**	**0**	**0**	**619**	**1,043**	**1,403**
Total Funds	**Total Program**	**MPC_Net Balance**	**(995,112)**	**(971,243)**	**(695,217)**	**(780,176)**	**(801,772)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Auditor **Budget Unit #: 107**

Program Description:
The Auditor is the Chief Financial Officer of the County. The Auditor's Office is responsible for overseeing all financial activity in the County. Some of the main duties of the Auditor's Office include assisting in the preparation of the County budget, processing receipts and disbursements for all departments, maintaining property tax rolls and apportioning tax collections to various entities, submitting annual reports to the State Controller, and assisting in the preparation of the County's financial statements. In addition to these duties, the Auditor's office also processes payroll for the entire County, as well as outside agencies such as the Mariposa County Superior Court, Mariposa First Five, and Mariposa County Resource Conservation District. Payroll for the County includes onboarding new employees and benefit administration.

The Auditor's Office also acts as the finance section chief for the County's Emergency Operations Center (EOC). Since 2017, the County has been impacted heavily by several major disasters, including the Detwiler Fire, Ferguson Fire, Coronavirus pandemic, Oak Fire, and various storm-related events, some of which were declared Federal or State disasters. In its capacity as the finance section chief for the EOC, the Auditor's Office works with various State, Federal, and local government agencies, coordinates in-house with other County Departments to make sure costs and supporting documentation are collected, gathers and submits invoices and payroll records for eligible disaster-related cost recovery, and maintains records in case of an audit. This has placed an additional workload on the Auditor's Office and is a reason for positions recently added.

The Auditor's Office also has been heavily involved in the County's switch to a new Enterprise Resource Planning (ERP) system, which included major revisions to the County's financial policies and procedures. The County underwent a switch to a new chart of accounts to streamline financial transactions and improve transparency, implemented purchase order and contract administration processes into the County's ERP, integrated timecards and leave accruals into the County's ERP, and opened data entry for invoices and journals to users throughout the County. These and other major revisions to the County's financial operations have impacted the Auditor's Office and are primary reasons for additional positions recently added.

Accomplishments:

- Timely and accurate financial reporting to State and Federal agencies.
- Continued co-management of the implementation process for a new ERP system

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Goals and Objectives for Fiscal Year: (LUIS - VERIFY THAT THESE ARE THE CURRENT YEAR'S GOALS/OBJECTIVES)

- Continue analysis and possible revision of County payroll procedures
- Revise CalCard procedures in response to the County's new CalCard policy
- Continue work with the Assessor and Tax Collector to finish the upgrade of the County's property tax software into Megabyte and receive training in the new system
- Send out requests for proposal for an independent CPA firm to perform an annual audit on the Countywide financials in anticipation of the current contract expiring
- Successfully complete the set up and conversion of Oracle Cloud as the county's new ERP system

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Work with County Administration to incorporate employee benefit changes in the County's ERP system

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Other Department Funds

3310 CSA 3 Fire Assessments
County Service Area (CSA) #3 was established to account for revenue and appropriations associated with the property-owner-approved Proposition 218 fire protection assessment for the entire county with the exception of the area within the Mariposa Public Utility District. The protection assessment is to provide funding for the lease purchase of fire engines and capital improvements to county fire stations.

3311 CSA 1-Don Pedro Fire Protection
The Lake Don Pedro Fire Protection fund accounts for revenue and appropriations associated with the property-owner-approved protection assessment in the Lake Don Pedro service area. The protection assessment is to continue the funding of a CalFIRE station through an Amador Plan agreement during non-declared fire season for emergency and fire protection services. The CalFIRE station is located in Tuolumne County which shares the cost of this service.

3356 VLF Swap
This fund is the result of a 2004 California Legislature approved swap of Vehicle License Fee (VLF) revenue for property taxes. Each fiscal year, the County Auditor must calculate the amount of the VLF swap based on the County's growth or decline in gross taxable assessed value as compared to the prior fiscal year. Funds are deposited into this County VLF fund from the County educational revenue augmentation fund and then transferred to the County General fund.

4750 Health Building
This debt service fund is for making payments on a loan for a building purchased for County Health Department use. The loan was partially funded by a County treasury loan and is being paid back by realignment transfers.

4770 CSA 3 Fire Equipment
This debt service fund accounts for the payment of principal and interest for the new fire equipment approved with the passage of County Service Area (CSA) #3. It was funded by accumulated assessments transferred in from the CSA #3 fund (#3310 above). The loan was fully paid in 2022, but accounting standards and our financial software continue reporting for three years after it is closed.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Auditor **Budget Unit #: 107**

Requested Changes:

Additional positions have been added recently to support the increased workload in the Auditor's office, including invoicing and reporting for disaster response, and continuing the transition to the new financial and accounting software system. An Accountant I/II flex position is assisting with disaster cost recovery duties, encumbrance accounting, revising billing and cash receipt procedures, property tax apportionment changes due to a new property tax software, and other accounting-related duties. A Payroll Specialist I/II flex position is assisting with timecard review, accrual formulas, payroll element configuration, responding to employee questions, benefit administration, and other payroll-related duties.

Recommended Changes:

tbd

Final Budget Changes:

tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 107 - Auditor

Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	47251: Auditor's Fees	35,000	34,000	16,670	35,021	34,753
1001: General Fund	**No Program**	**47250: Accounting Fees**	**35,000**	**34,000**	**16,670**	**35,021**	**34,753**
1001: General Fund	**No Program**	**47000: Fees For Services**	**35,000**	**34,000**	**16,670**	**35,021**	**34,753**
1001: General Fund	No Program	49162: Interdepartmental Services Revenue	12,000	10,000	12,099	10,771	9,788
1001: General Fund	**No Program**	**49000: Transfer In**	**12,000**	**10,000**	**12,099**	**10,771**	**9,788**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**47,000**	**44,000**	**28,769**	**45,792**	**44,541**
1001: General Fund	No Program	51111: Regular salaries and wages	884,585	792,921	549,124	654,826	611,939
1001: General Fund	No Program	51112: Extra Help	20,000	20,200	15,130	13,578	28,233
1001: General Fund	No Program	51115: Overtime	10,000	25,000	15,175	16,423	3,711
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**914,585**	**838,121**	**579,429**	**684,827**	**643,883**
1001: General Fund	**No Program**	**51200: Add Pay**	**16,178**	**5,467**	**10,646**	**13,379**	**2,306**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**414,874**	**435,595**	**411,368**	**489,025**	**391,794**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**1,345,637**	**1,279,183**	**1,001,442**	**1,187,231**	**1,037,983**
1001: General Fund	No Program	60107: CalPERS Fees and Penalties	1,500	1,500	193	50	2,000
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**1,500**	**1,500**	**193**	**50**	**2,000**
1001: General Fund	No Program	60111: Training and Seminars	8,000	1,500	-	1,080	135
1001: General Fund	**No Program**	**60110: Training**	**8,000**	**1,500**	**-**	**1,080**	**135**
1001: General Fund	No Program	60121: Meals	-	-	-	48	-
1001: General Fund	No Program	60122: Lodging	-	-	-	1,272	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**-**	**-**	**-**	**1,320**	-
1001: General Fund	No Program	60181: Medical and Laboratory Expenses	-	-	-	28	-
1001: General Fund	No Program	60191: Memberships	700	700	396	396	546
1001: General Fund	No Program	60211: Copy Machine Expense	2,000	2,000	939	3,248	1,504
1001: General Fund	No Program	60213: Office Supplies	8,000	8,000	6,527	7,199	6,773
1001: General Fund	No Program	60214: Postage	-	-	24	-	-
1001: General Fund	**No Program**	**60210: Office Expense**	**10,000**	**10,000**	**7,490**	**10,447**	**8,277**
1001: General Fund	No Program	60301: General Professional Services	-	4,000	1,400	3,650	3,650
1001: General Fund	No Program	60303: Accounting and Auditing Services	4,000	-	2,808	687	-
1001: General Fund	**No Program**	**60300: Professional Services**	**4,000**	**4,000**	**4,208**	**4,337**	**3,650**

Mariposa County

Lineitem Worksheet - 107 - Auditor

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60371: Bank Fees	150	150	10	175	-
1001: General Fund	**No Program**	**60370: Bank and Investment Fees**	**150**	**150**	**10**	**175**	-
1001: General Fund	No Program	60381: Publications and Legal Notices	1,000	1,000	-	-	931
1001: General Fund	No Program	60392: Rents and Leases - Buildings	800	750	680	838	696
1001: General Fund	**No Program**	**60390: Rents and Leases**	**800**	**750**	**680**	**838**	**696**
1001: General Fund	No Program	60411: Telephone and Internet	1,300	1,300	1,002	1,148	1,122
1001: General Fund	**No Program**	**60410: Utilities**	**1,300**	**1,300**	**1,002**	**1,148**	**1,122**
1001: General Fund	No Program	60431: Software	29,000	28,582	30,673	28,472	27,213
1001: General Fund	No Program	60441: Fuel	-	100	-	-	-
1001: General Fund	No Program	60621: County Vehicle Expense	100	100	-	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**100**	**100**	**-**	**-**	-
1001: General Fund	**No Program**	**60000: Operating Expense**	**56,550**	**49,682**	**44,653**	**48,291**	**44,570**
1001: General Fund	No Program	80231: General Insurance	28,373	28,549	21,412	11,701	12,440
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**28,373**	**28,549**	**21,412**	**11,701**	**12,440**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**1,430,560**	**1,357,414**	**1,067,507**	**1,247,223**	**1,094,993**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(1,383,560)**	**(1,313,414)**	**(1,038,738)**	**(1,201,431)**	**(1,050,452)**
3310: CSA 3 Fire Assessments	No Program	41117: Penalties and Interest	-	500	4,100	7,608	7,998
3310: CSA 3 Fire Assessments	**No Program**	**41110: Property Taxes**	**-**	**500**	**4,100**	**7,608**	**7,998**
3310: CSA 3 Fire Assessments	**No Program**	**41000: Taxes**	**-**	**500**	**4,100**	**7,608**	**7,998**
3310: CSA 3 Fire Assessments	No Program	44201: Interest From Investments	-	1,000	4,664	8,515	13,940
3310: CSA 3 Fire Assessments	**No Program**	**44200: Investment Interest**	**-**	**1,000**	**4,664**	**8,515**	**13,940**
3310: CSA 3 Fire Assessments	**No Program**	**44000: Interest**	**-**	**1,000**	**4,664**	**8,515**	**13,940**
3310: CSA 3 Fire Assessments	No Program	47231: Special Assessment	-	25,000	-	-	586,640
3310: CSA 3 Fire Assessments	**No Program**	**47230: Special Assessment Fees**	**-**	**25,000**	**-**	**-**	**586,640**
3310: CSA 3 Fire Assessments	**No Program**	**47000: Fees For Services**	**-**	**25,000**	**-**	**-**	**586,640**
3310: CSA 3 Fire Assessments	No Program	48186: Fire Department Miscellaneous Revenue	-	-	102,892	-	-
3310: CSA 3 Fire Assessments	**No Program**	**48180: Miscellaneous Revenue Category**	**-**	**-**	**102,892**	**-**	-
3310: CSA 3 Fire Assessments	**No Program**	**48000: Miscellaneous Revenue**	**-**	**-**	**102,892**	**-**	-
3310: CSA 3 Fire Assessments	**No Program**	**49999: Beginning Fund Balance**	**110,956**	**713,540**	**-**	**-**	-
3310: CSA 3 Fire Assessments	**No Program**	**Revenue: Total Revenues**	**110,956**	**740,040**	**111,656**	**16,123**	**608,578**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 107 - Auditor

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3310: CSA 3 Fire Assessments	No Program	60201: Miscellaneous Expense	-	0	-	13,656	7,784
3310: CSA 3 Fire Assessments	No Program	60301: General Professional Services	89,256	5,234	82	224	1,524
3310: CSA 3 Fire Assessments	No Program	60303: Accounting and Auditing Services	7,000	14,712	-	14,712	-
3310: CSA 3 Fire Assessments	No Program	60304: Fire Management	14,700	14,700	-	-	14,676
3310: CSA 3 Fire Assessments	**No Program**	**60300: Professional Services**	**110,956**	**34,646**	**82**	**14,936**	**16,200**
3310: CSA 3 Fire Assessments	**No Program**	**60000: Operating Expense**	**110,956**	**34,646**	**82**	**28,592**	**23,984**
3310: CSA 3 Fire Assessments	No Program	80111: Transfer Out - General	-	705,394	-	705,394	796,765
3310: CSA 3 Fire Assessments	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**-**	**705,394**	**-**	**705,394**	**796,765**
3310: CSA 3 Fire Assessments	**No Program**	**Expense: Total Expenses**	**110,956**	**740,040**	**82**	**733,986**	**820,749**
3310: CSA 3 Fire Assessments	**No Program**	**MPC_Net Balance**	**0**	**0**	**111,573**	**(717,864)**	**(212,171)**
3311: CSA 1-Don Pedro Fire	No Program	41117: Penalties and Interest	1,000	1,000	1,285	553	1,575
3311: CSA 1-Don Pedro Fire	**No Program**	**41110: Property Taxes**	**1,000**	**1,000**	**1,285**	**553**	**1,575**
3311: CSA 1-Don Pedro Fire	**No Program**	**41000: Taxes**	**1,000**	**1,000**	**1,285**	**553**	**1,575**
3311: CSA 1-Don Pedro Fire	No Program	44201: Interest From Investments	1,200	1,200	344	633	1,144
3311: CSA 1-Don Pedro Fire	**No Program**	**44200: Investment Interest**	**1,200**	**1,200**	**344**	**633**	**1,144**
3311: CSA 1-Don Pedro Fire	**No Program**	**44000: Interest**	**1,200**	**1,200**	**344**	**633**	**1,144**
3311: CSA 1-Don Pedro Fire	No Program	47231: Special Assessment	62,200	62,200	-	60,073	62,268
3311: CSA 1-Don Pedro Fire	**No Program**	**47230: Special Assessment Fees**	**62,200**	**62,200**	**-**	**60,073**	**62,268**
3311: CSA 1-Don Pedro Fire	**No Program**	**47000: Fees For Services**	**62,200**	**62,200**	**-**	**60,073**	**62,268**
3311: CSA 1-Don Pedro Fire	**No Program**	**49999: Beginning Fund Balance**	**41,483**	**41,483**	**-**	**-**	**-**
3311: CSA 1-Don Pedro Fire	**No Program**	**Revenue: Total Revenues**	**105,883**	**105,883**	**1,629**	**61,260**	**64,987**
3311: CSA 1-Don Pedro Fire	No Program	60303: Accounting and Auditing Services	3,906	-	3,906	3,906	-
3311: CSA 1-Don Pedro Fire	No Program	60304: Fire Management	101,977	105,883	-	66,199	85,081
3311: CSA 1-Don Pedro Fire	**No Program**	**60300: Professional Services**	**105,883**	**105,883**	**3,906**	**70,105**	**85,081**
3311: CSA 1-Don Pedro Fire	**No Program**	**60000: Operating Expense**	**105,883**	**105,883**	**3,906**	**70,105**	**85,081**
3311: CSA 1-Don Pedro Fire	**No Program**	**Expense: Total Expenses**	**105,883**	**105,883**	**3,906**	**70,105**	**85,081**
3311: CSA 1-Don Pedro Fire	**No Program**	**MPC_Net Balance**	**0**	**0**	**(2,277)**	**(8,846)**	**(20,094)**
4750: Health Building	No Program	49101: Transfer In - General	-	72,000	-	72,000	-
4750: Health Building	**No Program**	**49000: Transfer In**	**-**	**72,000**	**-**	**72,000**	**-**
4750: Health Building	**No Program**	**Revenue: Total Revenues**	**-**	**72,000**	**-**	**72,000**	**-**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 107 - Auditor

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
4750: Health Building	No Program	60453: Capital Lease Principal	63,023	63,023	54,105	63,023	61,009
4750: Health Building	No Program	60455: Interest Expense	8,977	8,977	5,895	8,977	10,991
4750: Health Building	**No Program**	**60450: Debt Service Expense**	**72,000**	**72,000**	**60,000**	**72,000**	**72,000**
4750: Health Building	**No Program**	**60000: Operating Expense**	**72,000**	**72,000**	**60,000**	**72,000**	**72,000**
4750: Health Building	**No Program**	**Expense: Total Expenses**	**72,000**	**72,000**	**60,000**	**72,000**	**72,000**
4750: Health Building	**No Program**	**MPC_Net Balance**	**(72,000)**	**0**	**(60,000)**	**0**	**(72,000)**
4770: CSA 3 Fire Equipment	No Program	44201: Interest From Investments	-	-	-	(1,286)	739
4770: CSA 3 Fire Equipment	**No Program**	**44200: Investment Interest**	**-**	**-**	**-**	**(1,286)**	**739**
4770: CSA 3 Fire Equipment	**No Program**	**44000: Interest**	**-**	**-**	**-**	**(1,286)**	**739**
4770: CSA 3 Fire Equipment	No Program	49101: Transfer In - General	-	705,394	-	705,394	270,765
4770: CSA 3 Fire Equipment	**No Program**	**49000: Transfer In**	**-**	**705,394**	**-**	**705,394**	**270,765**
4770: CSA 3 Fire Equipment	**No Program**	**49999: Beginning Fund Balance**	**-**	**(705,394)**	**-**	**-**	
4770: CSA 3 Fire Equipment	**No Program**	**Revenue: Total Revenues**	**-**	**0**	**-**	**704,108**	**271,504**
4770: CSA 3 Fire Equipment	No Program	60453: Capital Lease Principal	-	-	-	791,524	339,924
4770: CSA 3 Fire Equipment	No Program	60454: Capital Lease Interest	-	-	-	12,646	21,094
4770: CSA 3 Fire Equipment	**No Program**	**60450: Debt Service Expense**	**-**	**-**	**-**	**804,169**	**361,018**
4770: CSA 3 Fire Equipment	**No Program**	**60000: Operating Expense**	**-**	**-**	**-**	**804,169**	**361,018**
4770: CSA 3 Fire Equipment	**No Program**	**Expense: Total Expenses**	**-**	**-**	**-**	**804,169**	**361,018**
4770: CSA 3 Fire Equipment	**No Program**	**MPC_Net Balance**	**-**	**0**	**-**	**(100,062)**	**(89,514)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(1,455,560)**	**(1,313,414)**	**(989,426)**	**(2,028,201)**	**(1,444,231)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Treasurer Tax Collector **Budget Unit #: 108**

Program Description:
The office of Treasurer – Tax Collector is committed to providing exceptional customer service to the taxpayers. The staff is dedicated to providing assistance in a professional and friendly manner using their many years of experience to resolve taxpayer issues. The County Treasurer is committed to the safe investment of County funds using safety, liquidity, and yield as guidelines.

The Treasurer is responsible for the banking and safekeeping of County funds and receives deposits from all County departments. Funds deposited in the County Treasury are pooled for investment purposes. The Treasurer is responsible for over $100 million in funds that pass through the Treasury annually and an investment portfolio that averages $77 million a year.

The Tax Collector is responsible for billing and collecting secured, unsecured, and supplemental taxes. Approximately 14,000 tax bills are mailed annually. In addition, the office manages the collection for nearly 800 active Transient Occupancy Tax (TOT) certificates each month.

Accomplishments:

- Completed new credit card process in connection with Megabyte Tax System to provide real-time bill presentation and payments
- Secured the TOT module of the MegaByte System
- Implemented Easy Smart Pay, giving taxpayers the option to make partial payments to their property tax bills

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Goals and Objectives for Fiscal Year:

- Complete the conversion of TOT accounts into the new module in the MegaByte System
- Explore online tax sale module options
- Increase the thoroughness of TOT collections

Other Department Funds

3364 Cash Difference-Tax Collector
This fund accounts for any overages that may be collected and are not detected at the time the payment is processed for property tax collections. Conversely, this fund may also be used to correct any underpayments that are not detected at the time the payment is processed.

3390 Tax Collector's Cost
By statute, fees are collected by the Tax Collector and deposited into this fund from the administration of certain tax collection programs. The money must be used to offset tax collection costs.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

4753 Yosemite West Bond 2004

Residents in the Yosemite West area approved an assessment through the Proposition 218 process in Fiscal Year 2004-05. The bond assessments allow for annual reimbursement of administrative costs performed by the Auditor and Treasurer. Funds collected for these purposes are deposited into this fund and will be used to pay claims submitted by the Auditor and Treasurer for administrative costs.

This is the debt service fund for the Yosemite West Waste Water Treatment Plant. It accounts for the special assessment revenue generated from the secured property tax roll and the subsequent payment of principal and interest on the bonds issued for the construction of the treatment plant.

This is the bond Renewal & Extension fund required to retain reserve funding that is collected and is in excess of the reserve limit for the Yosemite West Wastewater Treatment Plant.

This is the bond reserve fund required to retain ten percent of the assessment revenue as stipulated in the repayment terms of the bond issuance for the Yosemite West Wastewater Treatment Plant.

4756 Don Pedro Bond 2006

The Lake Don Pedro area residents approved a Proposition 218 process in Fiscal Year 2005-06. The Proposition 218 bond assessments allow for annual reimbursement of administrative costs performed by the Auditor and Treasurer. Funds collected for these purposes are deposited into this fund and will be used to pay claims submitted by the Auditor and Treasurer for administrative costs.

This is the debt service fund for the Lake Don Pedro Waste Water Treatment Plant. It accounts for the special assessment revenue generated from the secured property tax roll and the subsequent payment of principal and interest on the bonds issued for the construction of the plant.

This is the bond reserve fund required to retain ten percent of the assessment revenue as stipulated in the repayment terms of the bond issuance for the Lake Don Pedro Waste Water Treatment Plant.

Requested Changes:

No significant changes.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	47243: Fee Recovery Revenue	-	0	-	-	
1001: General Fund	**No Program**	**47240: Debt Service Fees**	**-**	**0**	**-**	**-**	
1001: General Fund	No Program	47252: Investment Fees	173,000	173,000	103,624	141,797	168,
1001: General Fund	No Program	47253: Returned Check Fees	1,200	1,500	585	1,245	1,
1001: General Fund	No Program	47254: Tourism Improvement 1% Admin	18,000	15,500	21,459	22,408	14,
1001: General Fund	**No Program**	**47250: Accounting Fees**	**192,200**	**190,000**	**125,668**	**165,449**	**184,**
1001: General Fund	No Program	47311: Tax Collector Fees	30,000	21,000	30,363	24,055	25,
1001: General Fund	No Program	47353: Drug Test Fees	-	-	-	(28)	
1001: General Fund	**No Program**	**47350: Public Safety Services Fees**	**-**	**-**	**-**	**(28)**	
1001: General Fund	**No Program**	**47000: Fees For Services**	**222,200**	**211,000**	**156,030**	**189,477**	**209,**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**222,200**	**211,000**	**156,030**	**189,477**	**209,**
1001: General Fund	No Program	51111: Regular salaries and wages	133,753	446,568	194,072	245,733	235,
1001: General Fund	No Program	51115: Overtime	1,500	1,500	1,641	1,298	
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	800	-	632	1,399	
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**136,053**	**448,068**	**196,344**	**248,430**	**236,**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**4,200**	**850**	**4,106**	
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**94,304**	**284,645**	**205,241**	**184,541**	**160,**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**230,357**	**736,913**	**402,436**	**437,078**	**396,**
1001: General Fund	No Program	60106: Employment Qualification Testing	-	-	-	28	
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**-**	**-**	**-**	**28**	
1001: General Fund	No Program	60111: Training and Seminars	2,000	-	-	-	
1001: General Fund	**No Program**	**60110: Training**	**2,000**	**-**	**-**	**-**	
1001: General Fund	No Program	60121: Meals	250	-	-	60	
1001: General Fund	No Program	60122: Lodging	150	-	538	660	
1001: General Fund	No Program	60123: Mileage	400	100	-	186	
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**800**	**100**	**538**	**906**	
1001: General Fund	No Program	60131: Maintenance - Equipment	1,100	1,000	1,067	993	
1001: General Fund	**No Program**	**60130: Maintenance**	**1,100**	**1,000**	**1,067**	**993**	
1001: General Fund	No Program	60153: Special Departmental Supplies	-	-	-	631	
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**-**	**-**	**-**	**631**	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60191: Memberships	1,100	1,250	840	700	1,
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	4,813	8,217	
1001: General Fund	No Program	60211: Copy Machine Expense	1,000	-	447	-	
1001: General Fund	No Program	60212: Printing Expenses	25,000	23,000	21,239	24,863	18,
1001: General Fund	No Program	60213: Office Supplies	6,600	6,600	5,730	11,553	5,
1001: General Fund	No Program	60214: Postage	3,000	500	2,990	-	
1001: General Fund	**No Program**	**60210: Office Expense**	**35,600**	**30,100**	**30,406**	**36,416**	**24,**
1001: General Fund	No Program	60301: General Professional Services	25,000	25,000	19,907	-	
1001: General Fund	No Program	60318: Legal Services	-	-	3,050	-	
1001: General Fund	**No Program**	**60300: Professional Services**	**25,000**	**25,000**	**22,957**	**-**	
1001: General Fund	No Program	60361: General Taxes and Assessments	-	-	1,000	-	
1001: General Fund	**No Program**	**60360: Taxes and Assessments**	**-**	**-**	**1,000**	**-**	
1001: General Fund	No Program	60371: Bank Fees	4,000	3,000	2,604	3,779	2,
1001: General Fund	No Program	60372: Investment Charges	38,500	38,500	28,122	39,791	33,
1001: General Fund	**No Program**	**60370: Bank and Investment Fees**	**42,500**	**41,500**	**30,726**	**43,570**	**36,**
1001: General Fund	No Program	60381: Publications and Legal Notices	8,000	14,500	4,102	6,079	6,
1001: General Fund	No Program	60391: Rents and Leases - Equipment	-	6,000	-	4,451	5,
1001: General Fund	No Program	60392: Rents and Leases - Buildings	-	195	171	210	24,
1001: General Fund	**No Program**	**60390: Rents and Leases**	**-**	**6,195**	**171**	**4,661**	**30,**
1001: General Fund	No Program	60411: Telephone and Internet	600	500	445	510	
1001: General Fund	**No Program**	**60410: Utilities**	**600**	**500**	**445**	**510**	
1001: General Fund	No Program	60431: Software	62,300	59,000	62,583	51,805	25,
1001: General Fund	**No Program**	**60000: Operating Expense**	**179,000**	**179,145**	**159,648**	**154,515**	**126,**
1001: General Fund	No Program	70511: Software Fixed Assets	-	28,000	-	-	
1001: General Fund	**No Program**	**70500: Other Assets**	**-**	**28,000**	**-**	**-**	
1001: General Fund	**No Program**	**70000: Fixed Assets**	**-**	**28,000**	**-**	**-**	
1001: General Fund	No Program	80231: General Insurance	11,636	11,084	8,313	6,024	7,
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**11,636**	**11,084**	**8,313**	**6,024**	**7,**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**420,993**	**955,142**	**570,397**	**597,617**	**530,**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(198,793)**	**(744,142)**	**(414,367)**	**(408,141)**	**(321,5**
3364: Cash Difference Tax Collector	No Program	47241: Debt Service Reserve Assessments	-	-	0	-	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3364: Cash Difference Tax Collector	**No Program**	**47240: Debt Service Fees**	**-**	**-**	**0**	**-**	
3364: Cash Difference Tax Collector	**No Program**	**47000: Fees For Services**	**-**	**-**	**0**	**-**	
3364: Cash Difference Tax Collector	No Program	48241: Cash Difference-Tax Collector	200	400	(181)	(465)	
3364: Cash Difference Tax Collector	**No Program**	**48240: Miscellaneous Tax Collector Revenue**	**200**	**400**	**(181)**	**(465)**	
3364: Cash Difference Tax Collector	**No Program**	**48000: Miscellaneous Revenue**	**200**	**400**	**(181)**	**(465)**	
3364: Cash Difference Tax Collector	**No Program**	**49999: Beginning Fund Balance**	**929**	**1,090**	**-**	**-**	
3364: Cash Difference Tax Collector	**No Program**	**Revenue: Total Revenues**	**1,129**	**1,490**	**(181)**	**(465)**	
3364: Cash Difference Tax Collector	No Program	60361: General Taxes and Assessments	1,129	1,490	-	-	
3364: Cash Difference Tax Collector	**No Program**	**60360: Taxes and Assessments**	**1,129**	**1,490**	**-**	**-**	
3364: Cash Difference Tax Collector	**No Program**	**60000: Operating Expense**	**1,129**	**1,490**	**-**	**-**	
3364: Cash Difference Tax Collector	**No Program**	**Expense: Total Expenses**	**1,129**	**1,490**	**-**	**-**	
3364: Cash Difference Tax Collector	**No Program**	**MPC_Net Balance**	**0**	**0**	**(181)**	**(464)**	
3390: Tax Collector's Cost	No Program	44201: Interest From Investments	1,000	1,000	643	867	1,
3390: Tax Collector's Cost	**No Program**	**44200: Investment Interest**	**1,000**	**1,000**	**643**	**867**	**1,**
3390: Tax Collector's Cost	**No Program**	**44000: Interest**	**1,000**	**1,000**	**643**	**867**	**1,**
3390: Tax Collector's Cost	No Program	47311: Tax Collector Fees	28,000	28,000	11,120	22,040	31,
3390: Tax Collector's Cost	**No Program**	**47000: Fees For Services**	**28,000**	**28,000**	**11,120**	**22,040**	**31,**
3390: Tax Collector's Cost	**No Program**	**49999: Beginning Fund Balance**	**162,447**	**152,214**	**-**	**-**	
3390: Tax Collector's Cost	**No Program**	**Revenue: Total Revenues**	**191,447**	**181,214**	**11,763**	**22,907**	**32,**
3390: Tax Collector's Cost	No Program	60111: Training and Seminars	6,000	6,000	-	25	
3390: Tax Collector's Cost	**No Program**	**60110: Training**	**6,000**	**6,000**	**-**	**25**	
3390: Tax Collector's Cost	No Program	60123: Mileage	900	900	-	-	
3390: Tax Collector's Cost	**No Program**	**60120: Transportation and Travel**	**900**	**900**	**-**	**-**	
3390: Tax Collector's Cost	No Program	60201: Miscellaneous Expense	168,047	157,814	-	-	
3390: Tax Collector's Cost	No Program	60214: Postage	2,500	2,500	-	-	
3390: Tax Collector's Cost	**No Program**	**60210: Office Expense**	**2,500**	**2,500**	**-**	**-**	
3390: Tax Collector's Cost	No Program	60381: Publications and Legal Notices	14,000	14,000	-	315	3,
3390: Tax Collector's Cost	No Program	60421: Equipment	-	-	-	44,124	
3390: Tax Collector's Cost	**No Program**	**60000: Operating Expense**	**191,447**	**181,214**	**-**	**44,463**	**4,**
3390: Tax Collector's Cost	**No Program**	**Expense: Total Expenses**	**191,447**	**181,214**	**-**	**44,463**	**4,**
3390: Tax Collector's Cost	**No Program**	**MPC_Net Balance**	**0**	**0**	**11,763**	**(21,557)**	**27,**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector

Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
4753: Yosemite West Bond 2004	No Program	44201: Interest From Investments	5,000	5,000	3,077	4,066	5,(
4753: Yosemite West Bond 2004	**No Program**	**44200: Investment Interest**	**5,000**	**5,000**	**3,077**	**4,066**	**5,(**
4753: Yosemite West Bond 2004	**No Program**	**44000: Interest**	**5,000**	**5,000**	**3,077**	**4,066**	**5,(**
4753: Yosemite West Bond 2004	No Program	47241: Debt Service Reserve Assessments	15,797	15,797	-	(525)	16,7
4753: Yosemite West Bond 2004	No Program	47242: Debt Service Fee Assessments	167,571	167,571	80	9,096	174,3
4753: Yosemite West Bond 2004	**No Program**	**47240: Debt Service Fees**	**183,368**	**183,368**	**80**	**8,571**	**191,(**
4753: Yosemite West Bond 2004	No Program	47297: Assessment Fees	-	0	-	246	
4753: Yosemite West Bond 2004	**No Program**	**47290: Assessor / Recorder Fees**	**-**	**0**	**-**	**246**	
4753: Yosemite West Bond 2004	**No Program**	**47000: Fees For Services**	**183,368**	**183,368**	**80**	**8,817**	**191,2**
4753: Yosemite West Bond 2004	No Program	49101: Transfer In - General	-	-	-	-	5,(
4753: Yosemite West Bond 2004	**No Program**	**49000: Transfer In**	**-**	**-**	**-**	**-**	**5,(**
4753: Yosemite West Bond 2004	**No Program**	**49999: Beginning Fund Balance**	**181,679**	**435,100**	**-**	**-**	
4753: Yosemite West Bond 2004	**No Program**	**Revenue: Total Revenues**	**370,047**	**623,468**	**3,156**	**12,883**	**202,8**
4753: Yosemite West Bond 2004	No Program	60201: Miscellaneous Expense	65,432	319,441	-	-	
4753: Yosemite West Bond 2004	No Program	60301: General Professional Services	9,600	9,600	4,485	8,717	6,(
4753: Yosemite West Bond 2004	No Program	60303: Accounting and Auditing Services	588	-	586	588	
4753: Yosemite West Bond 2004	**No Program**	**60300: Professional Services**	**10,188**	**9,600**	**5,071**	**9,305**	**6,(**
4753: Yosemite West Bond 2004	No Program	60381: Publications and Legal Notices	-	-	-	-	2,(
4753: Yosemite West Bond 2004	No Program	60452: Retiring Long Term Debt	63,000	63,000	63,000	61,000	58,(
4753: Yosemite West Bond 2004	No Program	60455: Interest Expense	94,972	94,972	49,051	98,425	101,(
4753: Yosemite West Bond 2004	**No Program**	**60450: Debt Service Expense**	**157,972**	**157,972**	**112,051**	**159,425**	**159,(**
4753: Yosemite West Bond 2004	**No Program**	**60000: Operating Expense**	**233,592**	**487,013**	**117,122**	**168,730**	**168,(**
4753: Yosemite West Bond 2004	No Program	80111: Transfer Out - General	-	-	-	-	5,(
4753: Yosemite West Bond 2004	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**-**	**-**	**-**	**-**	**5,(**
4753: Yosemite West Bond 2004	No Program	91001: Reserve Designation	136,455	136,455	-	-	
4753: Yosemite West Bond 2004	**No Program**	**90000: Appropriations for Reserves and Contingencies**	**136,455**	**136,455**	**-**	**-**	
4753: Yosemite West Bond 2004	**No Program**	**Expense: Total Expenses**	**370,047**	**623,468**	**117,122**	**168,730**	**174,(**
4753: Yosemite West Bond 2004	**No Program**	**MPC_Net Balance**	**0**	**0**	**(113,965)**	**(155,847)**	**28,8**
4756: Don Pedro Bond 2006	No Program	44201: Interest From Investments	750	100	720	1,110	1,7
4756: Don Pedro Bond 2006	**No Program**	**44200: Investment Interest**	**750**	**100**	**720**	**1,110**	**1,2**
4756: Don Pedro Bond 2006	**No Program**	**44000: Interest**	**750**	**100**	**720**	**1,110**	**1,7**

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
4756: Don Pedro Bond 2006	No Program	47241: Debt Service Reserve Assessments	28,000	29,249	-	4	30,9
4756: Don Pedro Bond 2006	No Program	47242: Debt Service Fee Assessments	300,000	302,089	6,151	3,101	309,2
4756: Don Pedro Bond 2006	**No Program**	**47240: Debt Service Fees**	**328,000**	**331,338**	**6,151**	**3,105**	**340,1**
4756: Don Pedro Bond 2006	No Program	47297: Assessment Fees	-	-	-	-	
4756: Don Pedro Bond 2006	**No Program**	**47290: Assessor / Recorder Fees**	**-**	**-**	**-**	**-**	
4756: Don Pedro Bond 2006	**No Program**	**47000: Fees For Services**	**328,000**	**331,338**	**6,151**	**3,105**	**340,2**
4756: Don Pedro Bond 2006	No Program	49101: Transfer In - General	-	-	-	-	13,5
4756: Don Pedro Bond 2006	**No Program**	**49000: Transfer In**	**-**	**-**	**-**	**-**	**13,5**
4756: Don Pedro Bond 2006	**No Program**	**49999: Beginning Fund Balance**	**(132,342)**	**35,229**	**-**	**-**	
4756: Don Pedro Bond 2006	**No Program**	**Revenue: Total Revenues**	**196,408**	**366,667**	**6,870**	**4,215**	**354,9**
4756: Don Pedro Bond 2006	No Program	60201: Miscellaneous Expense	66,808	0	-	-	
4756: Don Pedro Bond 2006	No Program	60301: General Professional Services	9,600	9,600	-	8,273	8,0
4756: Don Pedro Bond 2006	No Program	60303: Accounting and Auditing Services	-	-	664	664	
4756: Don Pedro Bond 2006	**No Program**	**60300: Professional Services**	**9,600**	**9,600**	**664**	**8,937**	**8,0**
4756: Don Pedro Bond 2006	No Program	60452: Retiring Long Term Debt	100,000	144,000	173,777	4,159	62,0
4756: Don Pedro Bond 2006	No Program	60455: Interest Expense	20,000	28,788	-	200,385	50,1
4756: Don Pedro Bond 2006	**No Program**	**60450: Debt Service Expense**	**120,000**	**172,788**	**173,777**	**204,544**	**112,1**
4756: Don Pedro Bond 2006	**No Program**	**60000: Operating Expense**	**196,408**	**182,388**	**174,441**	**213,481**	**120,8**
4756: Don Pedro Bond 2006	No Program	80111: Transfer Out - General	-	-	-	-	13,5
4756: Don Pedro Bond 2006	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**-**	**-**	**-**	**-**	**13,5**
4756: Don Pedro Bond 2006	No Program	91001: Reserve Designation	-	184,279	-	-	
4756: Don Pedro Bond 2006	**No Program**	**90000: Appropriations for Reserves and Contingencies**	**-**	**184,279**	**-**	**-**	
4756: Don Pedro Bond 2006	**No Program**	**Expense: Total Expenses**	**196,408**	**366,667**	**174,441**	**213,481**	**134,1**
4756: Don Pedro Bond 2006	**No Program**	**MPC_Net Balance**	**0**	**0**	**(167,570)**	**(209,265)**	**220,0**
Total Funds	**Total Program**	**MPC_Net Balance**	**(198,793)**	**(744,142)**	**(684,321)**	**(795,277)**	**(44,2**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Assessor-Recorder **Budget Unit #: 109**

Program Description:
The County Assessor, an elected official, is governed by the Constitution of the State of California, the laws passed by the State Legislature, and the rules adopted and promulgated by the California State Board of Equalization.

The County Assessor must annually assess all taxable property in the county, except for State-assessed property, to the person, business, or legal entity owning, claiming, possessing, or controlling the property on January 1, also referred to as the lien date. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. The assessor's primary responsibility is to annually determine the proper taxable value for each property, so the owner is assured of paying the correct amount of property tax for the support of local government.

The County Recorder is responsible for creating and maintaining permanent records of all recorded documents that serve as a legal basis for determining real property ownership (various deeds), recording Records of Survey and Parcel Maps, recording mining location notices, and providing annual proof of labor for determining taxable personal property, and is the local Registrar of Vital Statistics such as certificates of birth, death, and marriage.

Goals and Objectives for Fiscal Year:
Assessor: Implementing the Megabyte Property Tax Management System remains a work in progress. A module for online filing of business personal property statements will be added this year. Due to Covid-induced budget cutbacks, the Assessor's office was short staffed by 30% for more than two years. This was also a time of increased activity in the real estate market as well as new construction. Consequently, the appraisal staff is working to reduce the backlog and train new appraisers.

Recorder: Convert the current recording system to a more efficient and stable recording system. Cost to be covered by money already on hand in various funds mandated for this purpose (see funds marked with * below). The new system will allow us to record electronically (e-record) and accept credit card payments. Permission to initiate this conversion project will be sought from the Board of Supervisors as a separate item.

Other Department Funds
3379 Recorders Modernization
Fees collected by statute on recordings are deposited into this fund and are required to be used to offset the costs of document recording and/or support for this service.

3386 Recorder Cash Difference
This fund accounts for any overages for recording fees that go undetected at the time of collection. Conversely, this fund may also be used to correct any underpayment for recording fees that are not detected at the time the payment is processed.

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3389 Micro Conversion-Recorder
By statute, a portion of recording fees collected is deposited into this fund and must be used for micrographics costs.

3399 Vital Health - Recorder
A portion of fees collected for recording vital statistics is deposited into this fund. This money has historically been used for funding equipment purchases.

3419 Social Security Truncation
This fund was established with Resolution 08-33 authorizing the Assessor/Recorder to collect a fee of $1 per recorded document. This fee was included in AB 1168 to offset the cost of truncating the first five digits of social security numbers on recorded documents. The new law requires that all documents recorded since January 1, 1980, have the first five digits of the social security number truncated and a separate "public record" document created. The accumulated funds will be transferred to the Recorders Modernization fund, which initially paid for the software to truncate the social security numbers.

3455 County Assessors Grant
Fund was established in Fiscal Year 19 to track revenue and expenses associated with a grant received from the State to purchase new property tax software. Funds were received in three annual payments and must be matched by the County. For every dollar the County spends, two grant dollars may be spent.

Requested Changes:
No significant changes.

Recommended Changes:
tbd

Final Budget Changes:
tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	41103: Property Transfer Tax	-	-	1,633	-	
1001: General Fund	**No Program**	**41000: Taxes**	**-**	**-**	**1,633**	**-**	
1001: General Fund	No Program	47291: Recorders Modernization	-	-	-	49	
1001: General Fund	No Program	47292: Recording Fees GC27361	70,000	60,000	31,686	67,470	79
1001: General Fund	No Program	47295: SB2 Administration Fees	18,000	18,000	8,296	18,409	21
1001: General Fund	No Program	47296: Each Additional Page GC27361	18,000	18,000	8,010	19,302	22
1001: General Fund	No Program	47298: Open Every Business Day	6,000	6,000	2,584	5,662	6
1001: General Fund	No Program	47299: Indexed Within Two Days	6,000	6,000	2,542	5,375	6
1001: General Fund	No Program	47301: Assessor's Fees	10,000	10,000	10,826	10,730	10
1001: General Fund	**No Program**	**47290: Assessor / Recorder Fees**	**128,000**	**118,000**	**63,944**	**126,997**	**145**
1001: General Fund	No Program	47371: Clerk Fees General	-	-	-	377	
1001: General Fund	**No Program**	**47370: Clerk Fees**	**-**	**-**	**-**	**377**	
1001: General Fund	No Program	47401: Miscellaneous Fees	19,000	19,000	15,233	22,590	18
1001: General Fund	**No Program**	**47000: Fees For Services**	**147,000**	**137,000**	**79,177**	**149,964**	**164**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**147,000**	**137,000**	**80,810**	**149,964**	**164**
1001: General Fund	No Program	51111: Regular salaries and wages	737,259	781,034	528,058	672,807	609
1001: General Fund	No Program	51112: Extra Help	-	20,000	665	-	
1001: General Fund	No Program	51115: Overtime	-	-	5,773	1,767	
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	-	-	1,293	167	
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**737,259**	**801,034**	**535,789**	**674,741**	**609**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**2,757**	**6,907**	**8,231**	**7**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**331,477**	**467,315**	**415,510**	**466,677**	**376**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**1,068,736**	**1,271,106**	**958,205**	**1,149,649**	**992**
1001: General Fund	No Program	60111: Training and Seminars	15,000	15,000	1,032	480	
1001: General Fund	**No Program**	**60110: Training**	**15,000**	**15,000**	**1,032**	**480**	
1001: General Fund	No Program	60121: Meals	250	-	184	-	
1001: General Fund	No Program	60122: Lodging	1,500	-	1,847	-	
1001: General Fund	No Program	60123: Mileage	1,500	1,500	398	-	
1001: General Fund	No Program	60124: Transportation - Employee	-	-	311	-	
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**3,250**	**1,500**	**2,739**	**-**	
1001: General Fund	No Program	60131: Maintenance - Equipment	2,000	1,800	22,093	2,139	1
1001: General Fund	**No Program**	**60130: Maintenance**	**2,000**	**1,800**	**22,093**	**2,139**	**1**
1001: General Fund	No Program	60181: Medical and Laboratory Expenses	-	-	-	33	
1001: General Fund	No Program	60191: Memberships	2,500	2,300	2,000	3,265	1

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	-	232	
1001: General Fund	No Program	60211: Copy Machine Expense	5,000	5,000	838	3,097	5
1001: General Fund	No Program	60213: Office Supplies	20,000	20,000	20,624	20,257	13
1001: General Fund	No Program	60214: Postage	-	-	-	54	
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	79,929	79,929	-	-	
1001: General Fund	**No Program**	**60210: Office Expense**	**104,929**	**104,929**	**21,462**	**23,407**	**19**
1001: General Fund	No Program	60371: Bank Fees	40	20	30	20	
1001: General Fund	**No Program**	**60370: Bank and Investment Fees**	**40**	**20**	**30**	**20**	
1001: General Fund	No Program	60411: Telephone and Internet	2,600	2,400	2,176	2,448	2
1001: General Fund	**No Program**	**60410: Utilities**	**2,600**	**2,400**	**2,176**	**2,448**	**2**
1001: General Fund	No Program	60421: Equipment	-	4,450	-	-	
1001: General Fund	No Program	60431: Software	3,800	3,200	3,686	1,461	3
1001: General Fund	No Program	60441: Fuel	1,500	1,500	342	588	
1001: General Fund	No Program	60521: Client - Education	-	-	-	200	
1001: General Fund	**No Program**	**60500: Community Services**	**-**	**-**	**-**	**200**	
1001: General Fund	No Program	60621: County Vehicle Expense	4,000	5,000	996	1,650	1
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**4,000**	**5,000**	**996**	**1,650**	**1**
1001: General Fund	**No Program**	**60000: Operating Expense**	**139,619**	**142,099**	**56,556**	**35,923**	**31**
1001: General Fund	No Program	70511: Software Fixed Assets	25,000	-	-	-	
1001: General Fund	**No Program**	**70500: Other Assets**	**25,000**	**-**	**-**	**-**	
1001: General Fund	**No Program**	**70000: Fixed Assets**	**25,000**	**-**	**-**	**-**	
1001: General Fund	No Program	80111: Transfer Out - General	-	123,400	-	-	
1001: General Fund	No Program	80231: General Insurance	27,423	27,682	20,762	12,032	12
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**27,423**	**151,082**	**20,762**	**12,032**	**12**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**1,260,778**	**1,564,287**	**1,035,523**	**1,197,604**	**1,037**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(1,113,778)**	**(1,427,287)**	**(954,712)**	**(1,047,640)**	**(873,**
3379: Recorders Modernization Fund	No Program	44201: Interest From Investments	600	1,000	596	688	
3379: Recorders Modernization Fund	**No Program**	**44200: Investment Interest**	**600**	**1,000**	**596**	**688**	
3379: Recorders Modernization Fund	**No Program**	**44000: Interest**	**600**	**1,000**	**596**	**688**	
3379: Recorders Modernization Fund	No Program	47291: Recorders Modernization	20,000	20,000	10,708	25,514	29
3379: Recorders Modernization Fund	No Program	47294: Micro Conversion Fees	-	-	45	-	
3379: Recorders Modernization Fund	**No Program**	**47290: Assessor / Recorder Fees**	**20,000**	**20,000**	**10,753**	**25,514**	**29**
3379: Recorders Modernization Fund	No Program	47401: Miscellaneous Fees	-	-	26	-	
3379: Recorders Modernization Fund	**No Program**	**47000: Fees For Services**	**20,000**	**20,000**	**10,779**	**25,514**	**29**
3379: Recorders Modernization Fund	**No Program**	**49999: Beginning Fund Balance**	**106,561**	**95,392**	**-**	**-**	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3379: Recorders Modernization Fund	**No Program**	**Revenue: Total Revenues**	**127,161**	**116,392**	**11,375**	**26,202**	**30**
3379: Recorders Modernization Fund	No Program	60131: Maintenance - Equipment	-	-	-	-	19
3379: Recorders Modernization Fund	**No Program**	**60130: Maintenance**	**-**	**-**	**-**	**-**	**19**
3379: Recorders Modernization Fund	No Program	60431: Software	22,000	22,000	-	22,084	
3379: Recorders Modernization Fund	**No Program**	**60000: Operating Expense**	**22,000**	**22,000**	**-**	**22,084**	**19**
3379: Recorders Modernization Fund	No Program	70511: Software Fixed Assets	105,161	94,392	-	-	
3379: Recorders Modernization Fund	**No Program**	**70500: Other Assets**	**105,161**	**94,392**	**-**	**-**	
3379: Recorders Modernization Fund	**No Program**	**70000: Fixed Assets**	**105,161**	**94,392**	**-**	**-**	
3379: Recorders Modernization Fund	**No Program**	**Expense: Total Expenses**	**127,161**	**116,392**	**-**	**22,084**	**19**
3379: Recorders Modernization Fund	**No Program**	**MPC_Net Balance**	**0**	**0**	**11,375**	**4,118**	**11**
3386: Recorder Cash Difference	No Program	47221: LDA/LLA Revenue	-	-	320	60	
3386: Recorder Cash Difference	**No Program**	**47200: Development Services Fees**	**-**	**-**	**320**	**60**	
3386: Recorder Cash Difference	**No Program**	**47000: Fees For Services**	**-**	**-**	**320**	**60**	
3386: Recorder Cash Difference	No Program	48221: Recorder - Liens	-	125	(266)	(158)	
3386: Recorder Cash Difference	No Program	48222: Recorder - Over & Short	-	30	30	33	(
3386: Recorder Cash Difference	**No Program**	**48220: Miscellaneous Recorder Revenue**	**-**	**155**	**(236)**	**(125)**	**(**
3386: Recorder Cash Difference	No Program	48241: Cash Difference-Tax Collector	500	500	-	-	
3386: Recorder Cash Difference	**No Program**	**48240: Miscellaneous Tax Collector Revenue**	**500**	**500**	**-**	**-**	
3386: Recorder Cash Difference	**No Program**	**48000: Miscellaneous Revenue**	**500**	**655**	**(236)**	**(125)**	
3386: Recorder Cash Difference	**No Program**	**49999: Beginning Fund Balance**	**3**	**1,007**	**-**	**-**	
3386: Recorder Cash Difference	**No Program**	**Revenue: Total Revenues**	**503**	**1,662**	**84**	**(65)**	
3386: Recorder Cash Difference	No Program	60201: Miscellaneous Expense	503	1,662	1,068	1,068	
3386: Recorder Cash Difference	**No Program**	**60000: Operating Expense**	**503**	**1,662**	**1,068**	**1,068**	
3386: Recorder Cash Difference	**No Program**	**Expense: Total Expenses**	**503**	**1,662**	**1,068**	**1,068**	
3386: Recorder Cash Difference	**No Program**	**MPC_Net Balance**	**0**	**0**	**(984)**	**(1,133)**	**(**
3389: Micro Conversion-Recorder	No Program	44201: Interest From Investments	200	200	193	217	
3389: Micro Conversion-Recorder	**No Program**	**44200: Investment Interest**	**200**	**200**	**193**	**217**	
3389: Micro Conversion-Recorder	**No Program**	**44000: Interest**	**200**	**200**	**193**	**217**	
3389: Micro Conversion-Recorder	No Program	47294: Micro Conversion Fees	5,000	5,000	2,676	5,569	6
3389: Micro Conversion-Recorder	**No Program**	**47290: Assessor / Recorder Fees**	**5,000**	**5,000**	**2,676**	**5,569**	**6**
3389: Micro Conversion-Recorder	**No Program**	**47000: Fees For Services**	**5,000**	**5,000**	**2,676**	**5,569**	**6**
3389: Micro Conversion-Recorder	**No Program**	**49999: Beginning Fund Balance**	**33,819**	**31,012**	**-**	**-**	
3389: Micro Conversion-Recorder	**No Program**	**Revenue: Total Revenues**	**39,019**	**36,212**	**2,869**	**5,786**	**6**
3389: Micro Conversion-Recorder	No Program	60421: Equipment	-	-	-	-	1
3389: Micro Conversion-Recorder	**No Program**	**60000: Operating Expense**	**-**	**-**	**-**	**-**	**1**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3389: Micro Conversion-Recorder	No Program	70511: Software Fixed Assets	39,019	36,212	-	-	
3389: Micro Conversion-Recorder	**No Program**	**70500: Other Assets**	**39,019**	**36,212**	**-**	**-**	
3389: Micro Conversion-Recorder	**No Program**	**70000: Fixed Assets**	**39,019**	**36,212**	**-**	**-**	
3389: Micro Conversion-Recorder	**No Program**	**Expense: Total Expenses**	**39,019**	**36,212**	**-**	**-**	**1**
3389: Micro Conversion-Recorder	**No Program**	**MPC_Net Balance**	**0**	**0**	**2,869**	**5,787**	**5**
3399: Vitals - Recorder	No Program	44201: Interest From Investments	600	600	390	481	
3399: Vitals - Recorder	**No Program**	**44200: Investment Interest**	**600**	**600**	**390**	**481**	
3399: Vitals - Recorder	**No Program**	**44000: Interest**	**600**	**600**	**390**	**481**	
3399: Vitals - Recorder	No Program	47401: Miscellaneous Fees	3,000	3,000	2,233	3,426	3
3399: Vitals - Recorder	**No Program**	**47000: Fees For Services**	**3,000**	**3,000**	**2,233**	**3,426**	**3**
3399: Vitals - Recorder	**No Program**	**49999: Beginning Fund Balance**	**66,458**	**63,923**	**-**	**-**	
3399: Vitals - Recorder	**No Program**	**Revenue: Total Revenues**	**70,058**	**67,523**	**2,623**	**3,908**	**3**
3399: Vitals - Recorder	No Program	70511: Software Fixed Assets	70,058	67,523	-	-	
3399: Vitals - Recorder	**No Program**	**70500: Other Assets**	**70,058**	**67,523**	**-**	**-**	
3399: Vitals - Recorder	**No Program**	**70000: Fixed Assets**	**70,058**	**67,523**	**-**	**-**	
3399: Vitals - Recorder	**No Program**	**Expense: Total Expenses**	**70,058**	**67,523**	**-**	**-**	
3399: Vitals - Recorder	**No Program**	**MPC_Net Balance**	**0**	**0**	**2,623**	**3,906**	**3**
3419: SSN Truncation-Recorder	No Program	44201: Interest From Investments	150	100	137	149	
3419: SSN Truncation-Recorder	**No Program**	**44200: Investment Interest**	**150**	**100**	**137**	**149**	
3419: SSN Truncation-Recorder	**No Program**	**44000: Interest**	**150**	**100**	**137**	**149**	
3419: SSN Truncation-Recorder	No Program	47293: SS# Truncation Fee	4,500	4,500	2,556	5,340	
3419: SSN Truncation-Recorder	**No Program**	**47290: Assessor / Recorder Fees**	**4,500**	**4,500**	**2,556**	**5,340**	
3419: SSN Truncation-Recorder	**No Program**	**47000: Fees For Services**	**4,500**	**4,500**	**2,556**	**5,340**	
3419: SSN Truncation-Recorder	**No Program**	**49999: Beginning Fund Balance**	**29,217**	**22,027**	**-**	**-**	
3419: SSN Truncation-Recorder	**No Program**	**Revenue: Total Revenues**	**33,867**	**26,627**	**2,693**	**5,489**	
3419: SSN Truncation-Recorder	No Program	60201: Miscellaneous Expense	33,867	26,627	-	-	
3419: SSN Truncation-Recorder	**No Program**	**60000: Operating Expense**	**33,867**	**26,627**	**-**	**-**	
3419: SSN Truncation-Recorder	**No Program**	**Expense: Total Expenses**	**33,867**	**26,627**	**-**	**-**	
3419: SSN Truncation-Recorder	**No Program**	**MPC_Net Balance**	**0**	**0**	**2,693**	**5,488**	
3455: County Assessors' Grant	No Program	44201: Interest From Investments	2,000	2,000	1,993	3,507	4
3455: County Assessors' Grant	**No Program**	**44200: Investment Interest**	**2,000**	**2,000**	**1,993**	**3,507**	**4**
3455: County Assessors' Grant	**No Program**	**44000: Interest**	**2,000**	**2,000**	**1,993**	**3,507**	**4**
3455: County Assessors' Grant	No Program	45545: SSCAP State Supplementation for County Assessors Program - State	-	-	-	-	225
3455: County Assessors' Grant	**No Program**	**45540: State Revenue - Other Revenue**	**-**	**-**	**-**	**-**	**225**
3455: County Assessors' Grant	**No Program**	**45000: State Revenue**	**-**	**-**	**-**	**-**	**225**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3455: County Assessors' Grant	No Program	49101: Transfer In - General	-	123,400	-	98,400	
3455: County Assessors' Grant	**No Program**	**49000: Transfer In**	**-**	**123,400**	**-**	**98,400**	
3455: County Assessors' Grant	**No Program**	**49999: Beginning Fund Balance**	**294,887**	**389,863**	**-**	**-**	
3455: County Assessors' Grant	**No Program**	**Revenue: Total Revenues**	**296,887**	**515,263**	**1,993**	**101,907**	**229**
3455: County Assessors' Grant	No Program	60431: Software	98,400	98,400	96,514	65,600	
3455: County Assessors' Grant	**No Program**	**60000: Operating Expense**	**98,400**	**98,400**	**96,514**	**65,600**	
3455: County Assessors' Grant	No Program	70511: Software Fixed Assets	321,887	416,863	135,521	171,969	
3455: County Assessors' Grant	**No Program**	**70500: Other Assets**	**321,887**	**416,863**	**135,521**	**171,969**	
3455: County Assessors' Grant	**No Program**	**70000: Fixed Assets**	**321,887**	**416,863**	**135,521**	**171,969**	
3455: County Assessors' Grant	**No Program**	**Expense: Total Expenses**	**420,287**	**515,263**	**232,035**	**237,569**	
3455: County Assessors' Grant	**No Program**	**MPC_Net Balance**	**(123,400)**	**0**	**(230,041)**	**(135,661)**	**229**
Total Funds	**Total Program**	**MPC_Net Balance**	**(1,237,178)**	**(1,427,287)**	**(1,166,163)**	**(1,165,133)**	**(623,**

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Organization: County Counsel **Budget Unit #: 113**

Program Description:

County Counsel provides legal services to the Board of Supervisors and County officials. County Counsel is a statutory officer appointed by the Board of Supervisors and serves a four-year term. Legal services include providing legal opinions and advice, and preparing or reviewing contracts, leases, ordinances and resolutions. As legal advisor to the Board of Supervisors, County Counsel attends all Board meetings, both public and closed sessions. County Counsel handles civil litigation involving the County or its officers either directly or by supervising outside counsel hired by the County. Legal services are provided to outside agencies that the Board of Supervisors serve on – First 5 of Mariposa County, Area 12 Agency on Aging and the Mariposa County Water Agency.

The County Counsel's Risk Management Team is charged with protecting the County's assets (employees, physical and fiscal assets). Risk management services include administering the County's general liability, insurance and safety programs, coordinating the defense of bodily injury and property damage suits, and reviewing County contracts for compliance with the County's insurance requirements.

Accomplishments:

- Provided legal and risk management services related to COVID-19 response and recovery, homeless issues, and natural disasters response and recovery.
- Reviewed and approved all ordinances and resolutions submitted to the Board and all contracts entered into by the County as to form and legal sufficiency.
- Managed all litigation filed by or against the County.
- Administered all claims filed for and against the County.
- Coordinated annual trainings available to all County employees regarding fire extinguishers, active shooters, civil unrest, situational awareness, conflict de-escalation techniques, evacuation drills, and basic AED use.
- Coordinated and participated in quarterly meetings with the County Safety Committee and Department Safety Representatives who have worked together proactively to establish and implement various safety practices throughout the County organization.
- Continued to develop a comprehensive safety program with the adoption and implementation of an updated Loss Prevention & Safety Manual, ongoing monthly and quarterly safety trainings, and an ergonomics evaluation program, which appear to be reducing the number of worker's compensation claims.
- Administered the County's insurance program, including completing renewal applications (11), obtaining special events insurance for several County-sponsored events, and obtaining certificates of insurance for departments, grants and agreements.

Goals and Objectives for Fiscal Year:

- Provide responsible legal advice and client service.
- Provide critical assistance to the Board and to County offices to enable them to carry out the County's policy goals.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Provide assertive representation in civil litigation and administrative hearings.
- Provide prompt and effective assistance in the negotiation and drafting of contracts and other legal documents.
- Provide training and resources to enable the Office to achieve its goals.
- Provide active leadership that enables the County to protect the health, safety and welfare of its employees and the general public.
- Ensure that the physical and financial assets of the County are protected.
- Control County risks in the most efficient and cost-effective manner.

Requested Changes:

No significant changes.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 113 - County Counsel

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	49162: Interdepartmental Services Revenue	78,000	78,000	200	32,728	23,936
1001: General Fund	**No Program**	**49000: Transfer In**	**78,000**	**78,000**	**200**	**32,728**	**23,936**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**78,000**	**78,000**	**200**	**32,728**	**23,936**
1001: General Fund	No Program	51111: Regular salaries and wages	482,230	455,350	340,403	412,667	374,936
1001: General Fund	No Program	51112: Extra Help	-	-	-	10,039	4,077
1001: General Fund	No Program	51115: Overtime	-	-	-	244	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**482,230**	**455,350**	**340,403**	**422,950**	**379,013**
1001: General Fund	**No Program**	**51200: Add Pay**	**8,750**	**5,729**	**12,727**	**22,375**	**6,428**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**168,860**	**213,645**	**205,688**	**228,235**	**167,909**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**659,840**	**674,724**	**558,817**	**673,560**	**553,350**
1001: General Fund	No Program	60111: Training and Seminars	10,000	10,000	1,920	806	220
1001: General Fund	**No Program**	**60110: Training**	**10,000**	**10,000**	**1,920**	**806**	**220**
1001: General Fund	No Program	60121: Meals	-	-	204	480	-
1001: General Fund	No Program	60122: Lodging	-	-	1,150	2,717	-
1001: General Fund	No Program	60123: Mileage	3,500	3,500	259	1,049	-
1001: General Fund	No Program	60124: Transportation - Employee	-	-	-	405	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**3,500**	**3,500**	**1,613**	**4,651**	**-**
1001: General Fund	No Program	60153: Special Departmental Supplies	4,681	4,375	3,104	4,878	11,114
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**4,681**	**4,375**	**3,104**	**4,878**	**11,114**
1001: General Fund	No Program	60181: Medical and Laboratory Expenses	-	-	-	28	-
1001: General Fund	No Program	60191: Memberships	5,437	5,315	5,026	3,947	4,975
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	-	5,603	-
1001: General Fund	No Program	60211: Copy Machine Expense	-	-	290	-	-
1001: General Fund	No Program	60213: Office Supplies	3,000	3,000	1,192	2,106	2,526
1001: General Fund	No Program	60214: Postage	-	-	25	-	-
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	-	11,179	-	-	-
1001: General Fund	**No Program**	**60210: Office Expense**	**3,000**	**14,179**	**1,507**	**2,106**	**2,526**
1001: General Fund	No Program	60261: Unemployment Insurance	-	-	-	-	5,903
1001: General Fund	**No Program**	**60230: Insurance**	**-**	**-**	**-**	**-**	**5,903**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 113 - County Counsel

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60301: General Professional Services	60,000	50,000	28,084	8,666	13,138
1001: General Fund	**No Program**	**60300: Professional Services**	**60,000**	**50,000**	**28,084**	**8,666**	**13,138**
1001: General Fund	No Program	60421: Equipment	-	700	-	-	-
1001: General Fund	No Program	60431: Software	-	-	518	336	-
1001: General Fund	No Program	60441: Fuel	-	-	57	114	-
1001: General Fund	No Program	60621: County Vehicle Expense	500	450	-	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**500**	**450**	**-**	**-**	**-**
1001: General Fund	**No Program**	**60000: Operating Expense**	**87,118**	**88,519**	**41,830**	**31,135**	**37,876**
1001: General Fund	No Program	80231: General Insurance	16,165	15,326	11,495	19,660	23,464
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**16,165**	**15,326**	**11,495**	**19,660**	**23,464**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**763,123**	**778,569**	**612,141**	**724,355**	**614,690**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(685,123)**	**(700,569)**	**(611,942)**	**(691,628)**	**(590,754)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(685,123)**	**(700,569)**	**(611,942)**	**(691,628)**	**(590,754)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: County Clerk / Treasurer Tax Collector **Budget Unit #: 120**

Program Description:
The County Clerk's mission is to provide exceptional customer service when assisting the public. The staff is dedicated to providing this assistance in a professional and friendly manner.

The Mariposa County Clerk Department is responsible for a large array of public services. Marriage Licenses, U.S. Passport Applications, Fictitious Business Name Statements, Notary Public Filings, and Statements of Economic Interests are all processed and maintained at the County Clerk's office.

Accomplishments:

- Provided support for elections
- Maintained excellence in customer service

Goals and Objectives for Fiscal Year:

- Continue to support elections
- Research options for increases in County Clerk fees
- Explore options for upgraded Marriage License software
- Assist and train new staff

Other Department Funds
3400 Vital Health – Clerk
A portion of fees collected for recording vital statistics are deposited into this fund and are dedicated to purchasing support equipment or any operational support related to vital statistics.

Requested Changes:
No significant changes.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 120 - County Clerk

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	47291: Recorders Modernization	-	-	30	-	-
1001: General Fund	**No Program**	**47290: Assessor / Recorder Fees**	**-**	**-**	**30**	**-**	**-**
1001: General Fund	No Program	47371: Clerk Fees General	22,000	26,000	17,503	21,193	21,795
1001: General Fund	No Program	47374: Passport Express Mailing	200	425	48	473	342
1001: General Fund	**No Program**	**47370: Clerk Fees**	**22,200**	**26,425**	**17,551**	**21,666**	**22,137**
1001: General Fund	**No Program**	**47000: Fees For Services**	**22,200**	**26,425**	**17,581**	**21,666**	**22,137**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**22,200**	**26,425**	**17,581**	**21,666**	**22,137**
1001: General Fund	No Program	51111: Regular salaries and wages	-	54,920	73,359	95,520	88,708
1001: General Fund	No Program	51115: Overtime	900	900	-	1,163	594
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	-	-	208	398	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**900**	**55,820**	**73,567**	**97,081**	**89,302**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**1,558**	**423**	**2,653**	**4,637**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**10,211**	**42,186**	**49,976**	**77,718**	**64,759**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**11,111**	**99,564**	**123,966**	**177,452**	**158,698**
1001: General Fund	No Program	60191: Memberships	450	450	450	-	450
1001: General Fund	No Program	60211: Copy Machine Expense	2,500	2,400	194	2,891	3,049
1001: General Fund	No Program	60213: Office Supplies	1,000	1,000	748	39	495
1001: General Fund	No Program	60214: Postage	-	1,900	-	-	-
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	750	750	-	-	750
1001: General Fund	**No Program**	**60210: Office Expense**	**4,250**	**6,050**	**942**	**2,930**	**4,294**
1001: General Fund	No Program	60371: Bank Fees	-	-	10	10	-
1001: General Fund	**No Program**	**60370: Bank and Investment Fees**	**-**	**-**	**10**	**10**	**-**
1001: General Fund	No Program	60392: Rents and Leases - Buildings	179	179	-	112	179
1001: General Fund	**No Program**	**60390: Rents and Leases**	**179**	**179**	**-**	**112**	**179**
1001: General Fund	No Program	60431: Software	9,900	9,650	9,898	9,447	9,025
1001: General Fund	**No Program**	**60000: Operating Expense**	**14,779**	**16,329**	**11,301**	**12,499**	**13,948**
1001: General Fund	No Program	80231: General Insurance	4,288	4,342	3,257	1,813	1,616
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**4,288**	**4,342**	**3,257**	**1,813**	**1,616**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**30,178**	**120,235**	**138,523**	**191,764**	**174,262**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 120 - County Clerk

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
1001: General Fund	**No Program**	**MPC_Net Balance**	**(7,978)**	**(93,810)**	**(120,942)**	**(170,096)**	**(152,125)**
3400: Vitals - Clerk	No Program	44201: Interest From Investments	20	20	13	16	23
3400: Vitals - Clerk	**No Program**	**44200: Investment Interest**	**20**	**20**	**13**	**16**	**23**
3400: Vitals - Clerk	**No Program**	**44000: Interest**	**20**	**20**	**13**	**16**	**23**
3400: Vitals - Clerk	No Program	47371: Clerk Fees General	80	100	34	78	62
3400: Vitals - Clerk	No Program	47373: Clerk-Vital H&S 103526	15	20	4	12	10
3400: Vitals - Clerk	**No Program**	**47370: Clerk Fees**	**95**	**120**	**38**	**89**	**72**
3400: Vitals - Clerk	**No Program**	**47000: Fees For Services**	**95**	**120**	**38**	**89**	**72**
3400: Vitals - Clerk	**No Program**	**49999: Beginning Fund Balance**	**2,291**	**2,106**	**-**	**-**	**-**
3400: Vitals - Clerk	**No Program**	**Revenue: Total Revenues**	**2,406**	**2,246**	**51**	**105**	**95**
3400: Vitals - Clerk	No Program	60201: Miscellaneous Expense	1,406	1,226	-	-	-
3400: Vitals - Clerk	No Program	60213: Office Supplies	-	20	-	-	-
3400: Vitals - Clerk	**No Program**	**60210: Office Expense**	**-**	**20**	**-**	**-**	**-**
3400: Vitals - Clerk	No Program	60421: Equipment	1,000	1,000	-	-	-
3400: Vitals - Clerk	**No Program**	**60000: Operating Expense**	**2,406**	**2,246**	**-**	**-**	**-**
3400: Vitals - Clerk	**No Program**	**Expense: Total Expenses**	**2,406**	**2,246**	**-**	**-**	**-**
3400: Vitals - Clerk	**No Program**	**MPC_Net Balance**	**0**	**0**	**51**	**105**	**95**
Total Funds	**Total Program**	**MPC_Net Balance**	**(7,978)**	**(93,810)**	**(120,891)**	**(169,992)**	**(152,030)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Elections / County Clerk **Budget Unit #: 121**

Program Description:
The Elections Office is dedicated to ensuring that all eligible voters continue to be well informed and are easily able to exercise their right to vote. This Department also strives for the highest degree of integrity and transparency to ensure public confidence in the election process.

The Election Department is a division of the County Clerk's office and is overseen by the Registrar of Voters. The staff of the Elections Department is responsible for all aspects of voting and elections, including registering new voters, updating voter information, maintaining the voter registration file, arranging for all vote center locations, recruiting and training polling place workers, administering federal, state, and local elections, informing candidates of nomination processes and campaign reporting laws, and processing filed candidate and campaign statements.

Accomplishments:

- Conducted a successful Statewide Gubernatorial General Election
- Implemented effective digital voter outreach

Goals and Objectives for Fiscal Year:

- Train and prepare new staff members for the Election process
- Conduct the Primary Election in early 2024
- Explore options for the purchase of an enclosed Elections equipment trailer

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Requested Changes:
No revenue is budgeted for FY24 because reimbursement from the State for the March Primary Election may not be received until FY25.

Recommended Changes:

Final Budget Changes:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 121 - Elections
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	45063: State Grant Revenue - State	-	15,000	105,299	-	-
1001: General Fund	**No Program**	**45040: State Revenue - Public Assistance Programs**	**-**	**15,000**	**105,299**	**-**	**-**
1001: General Fund	No Program	45542: Elections/Reimbursements - State	-	-	-	64,568	2,535
1001: General Fund	No Program	45546: Voting Modernization - State	-	52,000	-	-	0
1001: General Fund	No Program	45552: HAVA - Elections Grant - State	-	-	-	-	23,452
1001: General Fund	**No Program**	**45540: State Revenue - Other Revenue**	**-**	**52,000**	**-**	**64,568**	**25,987**
1001: General Fund	**No Program**	**45000: State Revenue**	**-**	**67,000**	**105,299**	**64,568**	**25,987**
1001: General Fund	No Program	47162: Commercial Landfill Fees	-	-	70	-	-
1001: General Fund	**No Program**	**47160: Solid Waste Commercial Fees**	**-**	**-**	**70**	**-**	**-**
1001: General Fund	**No Program**	**47100: Utility Fees**	**-**	**-**	**70**	**-**	**-**
1001: General Fund	**No Program**	**47000: Fees For Services**	**-**	**-**	**70**	**-**	**-**
1001: General Fund	No Program	49162: Interdepartmental Services Revenue	-	3,500	9,072	15,931	3,420
1001: General Fund	**No Program**	**49000: Transfer In**	**-**	**3,500**	**9,072**	**15,931**	**3,420**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**-**	**70,500**	**114,441**	**80,499**	**29,407**
1001: General Fund	No Program	51111: Regular salaries and wages	177,812	47,333	110,094	126,042	117,501
1001: General Fund	No Program	51112: Extra Help	2,500	2,500	1,132	2,736	736
1001: General Fund	No Program	51115: Overtime	500	500	-	1,713	302
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	-	-	185	327	58
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**180,812**	**50,333**	**111,412**	**130,818**	**118,597**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**-**	**425**	**850**	**853**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**76,944**	**38,842**	**83,572**	**89,522**	**70,870**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**257,756**	**89,175**	**195,409**	**221,189**	**190,320**
1001: General Fund	No Program	60111: Training and Seminars	2,000	2,000	2,669	943	512
1001: General Fund	**No Program**	**60110: Training**	**2,000**	**2,000**	**2,669**	**943**	**512**
1001: General Fund	No Program	60121: Meals	250	250	-	12	-
1001: General Fund	No Program	60122: Lodging	150	150	-	699	-
1001: General Fund	No Program	60123: Mileage	400	400	-	-	154
1001: General Fund	No Program	60124: Transportation - Employee	-	-	443	673	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**800**	**800**	**443**	**1,384**	**154**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 121 - Elections

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60153: Special Departmental Supplies	75,000	65,000	50,557	119,007	44,305
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**75,000**	**65,000**	**50,557**	**119,007**	**44,305**
1001: General Fund	No Program	60191: Memberships	250	-	210	440	-
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	3,727	5,860	-
1001: General Fund	No Program	60212: Printing Expenses	650	-	621	-	-
1001: General Fund	No Program	60213: Office Supplies	6,000	2,000	6,295	9,138	421
1001: General Fund	No Program	60214: Postage	5,000	5,000	3,144	-	-
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	-	-	-	750	-
1001: General Fund	**No Program**	**60210: Office Expense**	**11,650**	**7,000**	**10,060**	**9,888**	**421**
1001: General Fund	No Program	60301: General Professional Services	-	-	-	-	19,490
1001: General Fund	**No Program**	**60300: Professional Services**	**-**	**-**	**-**	**-**	**19,490**
1001: General Fund	No Program	60391: Rents and Leases - Equipment	52,406	52,322	52,406	52,321	-
1001: General Fund	No Program	60392: Rents and Leases - Buildings	3,000	2,667	2,469	3,065	2,700
1001: General Fund	**No Program**	**60390: Rents and Leases**	**55,406**	**54,989**	**54,875**	**55,386**	**2,700**
1001: General Fund	No Program	60411: Telephone and Internet	500	450	445	510	498
1001: General Fund	**No Program**	**60410: Utilities**	**500**	**450**	**445**	**510**	**498**
1001: General Fund	No Program	60421: Equipment	-	-	14	-	-
1001: General Fund	No Program	60431: Software	15,720	15,720	13,100	15,720	14,700
1001: General Fund	No Program	60441: Fuel	150	-	131	116	-
1001: General Fund	No Program	60621: County Vehicle Expense	1,200	-	1,026	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**1,200**	**-**	**1,026**	**-**	**-**
1001: General Fund	**No Program**	**60000: Operating Expense**	**162,676**	**145,959**	**137,257**	**209,254**	**82,780**
1001: General Fund	No Program	80231: General Insurance	5,795	5,363	4,023	2,266	2,136
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**5,795**	**5,363**	**4,023**	**2,266**	**2,136**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**426,227**	**240,497**	**336,688**	**432,709**	**275,236**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(426,227)**	**(169,997)**	**(222,247)**	**(352,211)**	**(245,829)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(426,227)**	**(169,997)**	**(222,247)**	**(352,211)**	**(245,829)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: District Attorney / Prosecution **Budget Unit#: 212**

Program Description:
The Office of the District Attorney was established by the Constitution of the State of California, Government Code Section 26500, to provide prosecution and enforcement services in adult and juvenile criminal matters.

By law, the District Attorney is the chief law enforcement officer in the county. California law stipulates that the District Attorney's most essential duty is prosecuting criminal offenses on behalf of the People.

The District Attorney is a county-wide elected official who serves a four-year term. The District Attorney may sponsor, supervise, or participate in projects and/or programs to improve the administration of justice.

Accomplishments:

- Increased electronic storage to reduce paper waste, including increased digitalization of legacy files
- Continued development and implementation of policies and procedures to increase work product efficiencies and more effective service to the public
- Enhanced network capabilities and regional partnerships through personnel attendance at the annual California District Attorneys Association (CDAA) conference
- Advanced the Investigations Unit by adding a second investigator position and procured upgraded law enforcement equipment to be better able to serve the community
- Aligned with Mariposa County Superior Court on case management software upgrades and future improvements
- Added additional facility safety improvements and upgrades
- Partnered with other county departments to achieve volume pricing on a large-scale digitalization/archiving project to be completed in 2023

Goals and Objectives for Fiscal Year:

- See that justice is achieved, that criminal laws are fully and fairly enforced, and that victims are well served and made whole
- Complete archiving project by scanning legacy files into digital form to reduce the need for storage space
- Further safety upgrades to facility to mitigate security risks
- Continue working toward software integration and paperless processes with the Court
- Collaborate with Human Resources on the creation and allocation of new positions in the District Attorney’s Office, including Legal Secretary III, to further succession planning goals
- Obtain and utilize Cellebrite technology to better assist law enforcement efforts in Mariposa County as a whole
- Increase professional development and educational opportunities for all staff
- Collaborate with other local law enforcement agencies to implement a local Extradition Taskforce

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Other Department Funds

3325 DA Asset Forfeiture

Funds received from the sale of confiscated property collected during criminal investigations are deposited into this fund. Money may be used to purchase items specifically related to criminal investigation activities.

3365 Department of Justice-DA

Money is collected from specific court fines and deposited into this fund to offset the costs of court ordered blood tests.

3369 Sund-Pelosso Advance-DA

This fund originally accounted for advances received from the State for expenditures relating to the Sund-Pelosso Homicide Trial. As expenditures were claimed for the trial, money was transferred out of this fund into the Sund-Pelosso budget unit. The County still receives a small reimbursement for minor trial expenses such as the storage of evidence and for the storage of defense evidence.

3437 State Parole DA Sec 30027

This fund was established in Fiscal Year 2011-12 to account for funding included in the 2011 Realignment pertaining to local law enforcement. Specifically, this funding is to alleviate costs associated for the revocation proceedings involving persons subject to State parole. The funding may be used by the District Attorney and by the Public Defender.

Requested Changes:

The District Attorney's Office has requested the creation and implementation of a Legal Secretary III position, with one allocation planned. Funding for Extra-Help has been requested to ensure the viability of office research and digitization projects.

State revenues are projected to remain relatively constant through the next fiscal year.

This year's requests are comparable to FY22-23 as the office continues to implement policies and procedures and pragmatic solutions in order to fully comply with State standards and statutory requirements. The District Attorney's Office is requesting additional funds for Fixed Asset improvements to advance office security. An increase in Safety Equipment, Uniforms/Clothing, Ammunition, Emergency Response Supplies, and POST Training-related funds has been requested to further develop the Investigation Unit's functionality and mission. County Vehicle expenses were increased to achieve a five-year payoff plan for vehicle replacement. Decreases in other areas of the District Attorney's budget have been made to partially offset these requests.

Recommended Changes:

Tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 212 - District Attorney

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	45241: Victim Witness Programs - State	-	-	-	-	
1001: General Fund	No Program	45281: Public Safety (Sales Tax) - State	115,000	115,000	-	-	
1001: General Fund	**No Program**	**45280: State Revenue - Public Safety - Realignment Prop 72**	**115,000**	**115,000**	**-**	**-**	
1001: General Fund	**No Program**	**45000: State Revenue**	**115,000**	**115,000**	**-**	**-**	
1001: General Fund	No Program	47353: Drug Test Fees	-	-	-	(28)	
1001: General Fund	**No Program**	**47350: Public Safety Services Fees**	**-**	**-**	**-**	**(28)**	
1001: General Fund	**No Program**	**47000: Fees For Services**	**-**	**-**	**-**	**(28)**	
1001: General Fund	No Program	48189: Miscellaneous Revenue Account	-	-	-	1,082	
1001: General Fund	**No Program**	**48180: Miscellaneous Revenue Category**	**-**	**-**	**-**	**1,082**	
1001: General Fund	**No Program**	**48000: Miscellaneous Revenue**	**-**	**-**	**-**	**1,082**	
1001: General Fund	No Program	49101: Transfer In - General	-	82,358	14,770	104,213	57,9
1001: General Fund	**No Program**	**49000: Transfer In**	**-**	**82,358**	**14,770**	**104,213**	**57,9**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**115,000**	**197,358**	**14,770**	**105,268**	**57,9**
1001: General Fund	No Program	51111: Regular salaries and wages	1,300,028	880,938	684,627	766,331	737,7
1001: General Fund	*No Program*	*+ EH Work Study Trainee/ College*	*30,690*	-	-	-	
1001: General Fund	*No Program*	*+ EH Office Assistant GR17/2*	*14,325*	-	-	-	
1001: General Fund	No Program	51112: Extra Help	45,015	-	357	-	
1001: General Fund	No Program	51115: Overtime	10,000	6,550	844	5,549	
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**1,355,043**	**887,488**	**685,828**	**771,880**	**737,2**
1001: General Fund	**No Program**	**51200: Add Pay**	**8,983**	**131,582**	**3,577**	**2,623**	**2,4**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**514,434**	**523,775**	**482,435**	**477,685**	**407,9**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**1,878,460**	**1,542,845**	**1,171,841**	**1,252,188**	**1,147,6**
1001: General Fund	No Program	60101: Uniforms / Clothing	1,000	-	229	-	
1001: General Fund	No Program	60103: Safety Equipment	15,000	10,062	7,667	9,869	2,5
1001: General Fund	No Program	60106: Employment Qualification Testing	250	200	55	28	
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**16,250**	**10,262**	**7,951**	**9,897**	**2,5**
1001: General Fund	No Program	60111: Training and Seminars	6,000	6,000	3,289	10,554	6,7
1001: General Fund	No Program	60112: Post Training	7,000	3,500	915	835	
1001: General Fund	**No Program**	**60110: Training**	**13,000**	**9,500**	**4,204**	**11,389**	**7,7**
1001: General Fund	No Program	60121: Meals	2,400	1,600	1,028	264	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 212 - District Attorney

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60122: Lodging	7,000	6,500	4,076	983	
1001: General Fund	No Program	60123: Mileage	1,500	2,000	463	1,521	
1001: General Fund	No Program	60124: Transportation - Employee	1,500	2,000	499	418	
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**12,400**	**12,100**	**6,066**	**3,186**	
1001: General Fund	No Program	60152: Emergency Response Supplies	5,000	-	-	-	
1001: General Fund	No Program	60154: Jury and Witness Expense	1,000	2,500	141	556	
1001: General Fund	No Program	60157: Ammunition	5,000	-	-	-	
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**11,000**	**2,500**	**141**	**556**	
1001: General Fund	No Program	60181: Medical and Laboratory Expenses	5,000	6,000	3,642	4,841	3,
1001: General Fund	No Program	60191: Memberships	12,500	9,500	10,163	6,504	5,
1001: General Fund	No Program	60201: Miscellaneous Expense	-	5,062	-	963	
1001: General Fund	No Program	60211: Copy Machine Expense	3,500	6,500	1,743	7,268	6,
1001: General Fund	No Program	60213: Office Supplies	10,000	12,000	4,775	9,730	5,
1001: General Fund	No Program	60214: Postage	400	250	273	72	
1001: General Fund	*No Program*	*+ Scanning Project Rollover*	*86,117*	-	-	-	
1001: General Fund	*No Program*	*+ DA Requested FY24*	*2,500*	-	-	-	
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	88,617	92,117	4,710	3,125	
1001: General Fund	**No Program**	**60210: Office Expense**	**102,517**	**110,867**	**11,501**	**20,194**	**11,**
1001: General Fund	No Program	60301: General Professional Services	25,000	34,138	12,258	36,151	6,
1001: General Fund	**No Program**	**60300: Professional Services**	**25,000**	**34,138**	**12,258**	**36,151**	**6,**
1001: General Fund	No Program	60381: Publications and Legal Notices	18,000	20,000	9,728	16,718	19,
1001: General Fund	No Program	60411: Telephone and Internet	7,500	6,500	4,906	6,238	3,
1001: General Fund	**No Program**	**60410: Utilities**	**7,500**	**6,500**	**4,906**	**6,238**	**3,**
1001: General Fund	No Program	60421: Equipment	18,000	20,195	13,550	61,426	3,
1001: General Fund	No Program	60431: Software	4,500	3,000	2,741	460	6,
1001: General Fund	No Program	60441: Fuel	8,500	6,500	2,229	3,176	1,
1001: General Fund	No Program	60621: County Vehicle Expense	44,000	10,000	3,950	9,867	9,
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**44,000**	**10,000**	**3,950**	**9,867**	**9,**
1001: General Fund	**No Program**	**60000: Operating Expense**	**298,167**	**266,124**	**93,029**	**191,565**	**83,**
1001: General Fund	No Program	70111: Community and Office Buildings	11,000	-	-	-	
1001: General Fund	**No Program**	**70100: Buildings and Improvements**	**11,000**	**-**	**-**	**-**	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 212 - District Attorney

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	70411: Staff Vehicles	0	0	22,778	-	
1001: General Fund	**No Program**	**70400: Vehicles**	**0**	**0**	**22,778**	**-**	
1001: General Fund	**No Program**	**70000: Fixed Assets**	**11,000**	**0**	**22,778**	**-**	
1001: General Fund	No Program	80111: Transfer Out - General	-	98,702	-	-	
1001: General Fund	No Program	80231: General Insurance	31,013	31,902	23,927	15,283	16,
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**31,013**	**130,604**	**23,927**	**15,283**	**16,**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**2,218,640**	**1,939,573**	**1,311,574**	**1,459,036**	**1,247,**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(2,103,640)**	**(1,742,215)**	**(1,296,804)**	**(1,353,768)**	**(1,189,5**
3325: DA Asset Forfeiture	No Program	44201: Interest From Investments	65	25	15	64	
3325: DA Asset Forfeiture	**No Program**	**44200: Investment Interest**	**65**	**25**	**15**	**64**	
3325: DA Asset Forfeiture	**No Program**	**44000: Interest**	**65**	**25**	**15**	**64**	
3325: DA Asset Forfeiture	No Program	48189: Miscellaneous Revenue Account	-	-	-	699	4,
3325: DA Asset Forfeiture	**No Program**	**48180: Miscellaneous Revenue Category**	**-**	**-**	**-**	**699**	**4,**
3325: DA Asset Forfeiture	**No Program**	**48000: Miscellaneous Revenue**	**-**	**-**	**-**	**699**	**4,**
3325: DA Asset Forfeiture	**No Program**	**49999: Beginning Fund Balance**	**2,037**	**2,395**	**-**	**-**	
3325: DA Asset Forfeiture	**No Program**	**Revenue: Total Revenues**	**2,102**	**2,420**	**15**	**763**	**4,**
3325: DA Asset Forfeiture	No Program	60103: Safety Equipment	1,000	1,420	-	2,147	
3325: DA Asset Forfeiture	**No Program**	**60100: Employee Related Expenses**	**1,000**	**1,420**	**-**	**2,147**	
3325: DA Asset Forfeiture	No Program	60201: Miscellaneous Expense	102	0	-	3,729	
3325: DA Asset Forfeiture	No Program	60421: Equipment	1,000	1,000	383	1,989	
3325: DA Asset Forfeiture	**No Program**	**60000: Operating Expense**	**2,102**	**2,420**	**383**	**7,865**	
3325: DA Asset Forfeiture	**No Program**	**Expense: Total Expenses**	**2,102**	**2,420**	**383**	**7,865**	
3325: DA Asset Forfeiture	**No Program**	**MPC_Net Balance**	**0**	**0**	**(368)**	**(7,102)**	**4,**
3365: Department Of Justice-DA	No Program	43008: PC1463.14(A) Lab Collection	600	1,000	315	1,347	1,
3365: Department Of Justice-DA	**No Program**	**43000: Total Fines Forfeitures and Penalties**	**600**	**1,000**	**315**	**1,347**	**1,**
3365: Department Of Justice-DA	No Program	44201: Interest From Investments	47	-	57	67	
3365: Department Of Justice-DA	**No Program**	**44200: Investment Interest**	**47**	**-**	**57**	**67**	
3365: Department Of Justice-DA	**No Program**	**44000: Interest**	**47**	**-**	**57**	**67**	
3365: Department Of Justice-DA	**No Program**	**49999: Beginning Fund Balance**	**10,970**	**9,323**	**-**	**-**	
3365: Department Of Justice-DA	**No Program**	**Revenue: Total Revenues**	**11,617**	**10,323**	**371**	**1,415**	**1,**
3365: Department Of Justice-DA	No Program	60181: Medical and Laboratory Expenses	10,970	10,323	-	-	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 212 - District Attorney

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3365: Department Of Justice-DA	**No Program**	**60000: Operating Expense**	**10,970**	**10,323**	**-**	**-**	
3365: Department Of Justice-DA	**No Program**	**Expense: Total Expenses**	**10,970**	**10,323**	**-**	**-**	
3365: Department Of Justice-DA	**No Program**	**MPC_Net Balance**	**647**	**0**	**372**	**1,414**	**1,**
3369: Sund-Pelosso Advance	No Program	48189: Miscellaneous Revenue Account	12,000	25,236	-	1,800	11,
3369: Sund-Pelosso Advance	**No Program**	**48180: Miscellaneous Revenue Category**	**12,000**	**25,236**	**-**	**1,800**	**11,**
3369: Sund-Pelosso Advance	**No Program**	**48000: Miscellaneous Revenue**	**12,000**	**25,236**	**-**	**1,800**	**11,**
3369: Sund-Pelosso Advance	**No Program**	**49999: Beginning Fund Balance**	**4,203**	**(6,597)**	**-**	**-**	
3369: Sund-Pelosso Advance	**No Program**	**Revenue: Total Revenues**	**16,203**	**18,639**	**-**	**1,800**	**11,**
3369: Sund-Pelosso Advance	No Program	60201: Miscellaneous Expense	16,203	18,639	14,436	12,680	11,
3369: Sund-Pelosso Advance	**No Program**	**60000: Operating Expense**	**16,203**	**18,639**	**14,436**	**12,680**	**11,**
3369: Sund-Pelosso Advance	**No Program**	**Expense: Total Expenses**	**16,203**	**18,639**	**14,436**	**12,680**	**11,**
3369: Sund-Pelosso Advance	**No Program**	**MPC_Net Balance**	**0**	**0**	**(14,436)**	**(10,880)**	
3437: State Parole DA	No Program	44201: Interest From Investments	700	850	574	636	
3437: State Parole DA	**No Program**	**44200: Investment Interest**	**700**	**850**	**574**	**636**	
3437: State Parole DA	**No Program**	**44000: Interest**	**700**	**850**	**574**	**636**	
3437: State Parole DA	No Program	45306: Parole Revocation Proceed - State	25,000	19,500	30,447	33,243	19,
3437: State Parole DA	**No Program**	**45300: State Revenue - Law Enforcement**	**25,000**	**19,500**	**30,447**	**33,243**	**19,**
3437: State Parole DA	**No Program**	**45000: State Revenue**	**25,000**	**19,500**	**30,447**	**33,243**	**19,**
3437: State Parole DA	**No Program**	**49999: Beginning Fund Balance**	**95,521**	**91,599**	**-**	**-**	
3437: State Parole DA	**No Program**	**Revenue: Total Revenues**	**121,221**	**111,949**	**31,021**	**33,879**	**20,**
3437: State Parole DA	No Program	60111: Training and Seminars	3,000	26,950	2,272	-	
3437: State Parole DA	**No Program**	**60110: Training**	**3,000**	**26,950**	**2,272**	**-**	
3437: State Parole DA	No Program	60121: Meals	2,000	550	172	-	
3437: State Parole DA	No Program	60122: Lodging	4,000	2,000	-	183	
3437: State Parole DA	No Program	60124: Transportation - Employee	-	500	-	-	
3437: State Parole DA	**No Program**	**60120: Transportation and Travel**	**6,000**	**3,050**	**172**	**183**	
3437: State Parole DA	No Program	60201: Miscellaneous Expense	-	-	-	2,361	
3437: State Parole DA	No Program	60421: Equipment	58,221	46,949	3,055	-	
3437: State Parole DA	No Program	60431: Software	45,000	35,000	7,150	19,200	7,
3437: State Parole DA	**No Program**	**60000: Operating Expense**	**112,221**	**111,949**	**12,649**	**21,744**	**7,**
3437: State Parole DA	**No Program**	**Expense: Total Expenses**	**112,221**	**111,949**	**12,649**	**21,744**	**7,**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 212 - District Attorney

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3437: State Parole DA	No Program	MPC_Net Balance	9,000	0	18,372	12,136	12,
Total Funds	Total Program	MPC_Net Balance	(2,093,993)	(1,742,215)	(1,292,864)	(1,358,200)	(1,171,2

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Budget Name: DA Victim Witness / District Attorney **Budget Unit #: 215**

Program Description Mariposa Victim Witness MVW:
This grant-funded program aids crime victims and witnesses of crime including the following mandatory services: crisis intervention, emergency assistance, referral counseling, follow-up counseling, property return, orientation to the California Criminal Justice System, court escort and support, status of cases, and notifications. Optional services that can be provided include employer and creditor intervention, transportation assistance, referrals for childcare, restitution assistance, witness notification, crime prevention and restraining order assistance. The role of the Victim Witness Assistance Program is to ensure that victims and witnesses of crime, who have suffered physical, financial, or emotional trauma, are informed of their rights and receive the assistance and protection to which they are entitled under the law.

Accomplishments:

- Continued to expand upon the Mass Victimization Advocate's role within the local California Governor's Office of Emergency Services (CalOES) Emergency Response Plan
- Continued the development and training of the Mass Victimization Advocate (MVA). The MVA took regional initiative and continued to move goals forward through virtual quarterly meetings with neighboring county's MVA units. The MVA is currently engaged in active regional MOU drafting
- Advocates attended the Dallas Crimes Against Children Conference
- Staff digitalized grant documentation and statistics
- Successfully integrated the Courthouse Facility Dog Program into our services
- K9 Ellie and handler Jessica Mimnaugh coordinated direct services with victims and witnesses of crime. This was done through meetings with victims, child forensic interviews, and assistance on the stand as victims were testifying
- Courthouse Facility K9 Ellie and Handler Jessica Mimnaugh became members of the California Justice Facility Dogs Association
- Staff participated in numerous public outreach events, as well as several educational presentations on our services and role within the criminal justice system
- Accepted a proclamation from the Board of Supervisors for “Crime Victims’ Rights Week” and hosted an Open House to the community and partners. At this event, attendees met K9 Ellie and heard about the range of services she can provide, and the services offered to victims of crime in our community
- Participated in a collaboration with community partners to draft an updated policy for the Commercial Sexual Exploitation of Children and Youth (CSECY) Implementation Team of Mariposa County
- Advocates continued to work through significantly increased caseloads as the result of criminal case delays and new emerging violent crime statistics
- Our program saw a significant increase of services to victims of crime from Mariposa County's most violent cases. In these instances, direct, secondary, and family members of victims were asked to participate in conversations regarding their victimization, sometimes decades after the crimes were adjudicated. This was seen most notably in parole board meetings as well as motions brought forth by defendants for resentencing under changes in the law
- The Victim Witness Program experienced significant difficulty in the selection and recruitment of qualified candidates to fill vacancies within the program. Additionally, we experienced extended leaves of absences from current staff, thus leaving the program minimally staffed
- The Victim Witness Supervisor developed procedures and policies around the Child Forensic Interview process

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Our Program provided 7,309 direct services to 427 victims and witnesses of crime of those victim and witnesses, 371 were new victims of crime in 2022-2023.

Goals and Objectives for Fiscal Year:

- Continue to reduce trauma to survivors and witnesses through crisis intervention.
- Help victims and witnesses cope with trauma using resources and referrals and helping them navigate through the Criminal Justice System.
- Increase access for victims of crime to resources within Victim Witness Services through increased transportation to court and criminal justice-related appointments
- Continue to provide services at the same level of service and professionalism the program is at now
- Maintain ongoing education and promotion of professionalism among staff by engaging staff in continued education through the California District Attorneys Association (CDAA) and other training opportunities
- Create opportunities within the program for succession planning and longevity of advocate staff. This includes the development of a Victim Witness Advocate I/II and a Senior Lead Advocate position
- Continue to make certain that necessary policies and procedures are reviewed, created, updated, and implemented within the program
- Continue to engage with Courthouse Facility K9s across the state and associations across the nation to keep training and knowledge up to date
- Continue to find ways to address technological gaps in services and encourage staff teleworking when allowable
- Provide services and support to victims of crime in crisis using emergency funds and seek additional funding resources that are available for victims to be fully supported in criminal justice-related events
- Prepare advocate staff for continued heavy caseloads and trial schedules
- Continue to find ways to fill gaps within services by increasing Victim Witness Advocate knowledge within specific crime types
- Continue building relationships and partnerships with neighboring Victim Witness Services resources and community-based programs
- Create a Multi-Disciplinary Team that supports the Child Forensic Interview Policies and Procedures
- Secure programmatic financial stability through local resources as well as seek grant funding to enhance specific crime-related areas of service within the program

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Requested Changes:
No significant changes.

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Program Description County Victim Services Grant (MXC):

Accomplishments:

- Dedicated significant grant funding to support victims and witness's emergency needs
- Sent staff to the American Professional Society on the Abuse of Children's National Symposium
- Staff digitalized grant documentation and statistics
- Advocate staff focused on emerging trends within the program and sought resources for victims and families of child abuse and domestic violence
- Identified new resources through local governmental funds and emerging local community-based organizations

Goals and Objectives:

- Continue to reduce trauma to survivors and witnesses through crisis intervention and trauma-informed services
- Help victims and witnesses cope with trauma using resources and referrals and helping them navigate through the Criminal Justice System
- Increase access for victims to resources within Victim Witness Services through increased transportation to court and criminal justice-related appointments
- Continue to provide services as the same level of service and professionalism the program is at now
- Continue to find gaps in services in underserved victims of crime in Mariposa County
- Continue meeting with community-based organizations to aid advocate staff of alternative resources for victims of crime as well as provide educational information to organizations about our resources
- Finish out the final year of the Mariposa County (XC) County Victim Services Grant, which is set to end December 31, 2023
- Secure programmatic financial stability through local resources as well as seek additional grant funding to enhance specific crime-related areas of service within the program

Requested Changes:

Because the County Victim Services (MXC) grant expires on December 31, Victim Witness is requesting a $55,000 transfer from the general fund to cover the second half of one permanent salary for that fiscal year.

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Mariposa County

Lineitem Worksheet - 215 - Victim Witness

Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	46111: County Victim Services - Federal	-	-	61,392	(5,691)	
1001: General Fund	No Program	46112: Victim Witness OCJP - Federal	-	-	148,784	(36,749)	
1001: General Fund	**No Program**	**46110: Federal Revenue - Office Of Criminal Justice Planning**	**-**	**-**	**210,176**	**(42,440)**	
1001: General Fund	**No Program**	**46000: Federal Revenue**	**-**	**-**	**210,176**	**(42,440)**	
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**-**	**-**	**210,176**	**(42,440)**	
1001: General Fund	No Program	51111: Regular salaries and wages	-	-	-	277	
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**-**	**-**	**-**	**277**	
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**-**	**-**	**-**	**29**	
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**-**	**-**	**-**	**306**	
1001: General Fund	No Program	60111: Training and Seminars	-	-	-	239	
1001: General Fund	**No Program**	**60110: Training**	**-**	**-**	**-**	**239**	
1001: General Fund	No Program	60392: Rents and Leases - Buildings	-	-	-	1,125	
1001: General Fund	**No Program**	**60390: Rents and Leases**	**-**	**-**	**-**	**1,125**	
1001: General Fund	**No Program**	**60000: Operating Expense**	**-**	**-**	**-**	**1,364**	
1001: General Fund	**No Program**	**Expense: Total Expenses**	**-**	**-**	**-**	**1,670**	
1001: General Fund	**No Program**	**MPC_Net Balance**	**-**	**-**	**210,176**	**(44,110)**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	46112: Victim Witness OCJP - Federal	298,014	321,700	50,190	236,401	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**46110: Federal Revenue - Office Of Criminal Justice Planning**	**298,014**	**321,700**	**50,190**	**236,401**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**46000: Federal Revenue**	**298,014**	**321,700**	**50,190**	**236,401**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**Revenue: Total Revenues**	**298,014**	**321,700**	**50,190**	**236,401**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	51111: Regular salaries and wages	118,532	122,042	83,936	110,635	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	51112: Extra Help	-	-	3,057	4,482	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	51115: Overtime	-	-	-	151	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**51100: Salaries and Wages**	**118,532**	**122,042**	**86,993**	**115,267**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**51200: Add Pay**	**-**	**-**	**-**	**0**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**52000: Other Employment Benefits**	**49,471**	**52,060**	**43,060**	**76,184**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**50000: Salaries and Benefits**	**168,003**	**174,102**	**130,053**	**191,452**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60111: Training and Seminars	7,449	7,449	3,083	11,379	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60110: Training**	**7,449**	**7,449**	**3,083**	**11,379**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60121: Meals	2,875	2,875	1,126	462	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60122: Lodging	9,276	9,276	4,435	1,122	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60123: Mileage	1,512	1,512	515	1,331	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60124: Transportation - Employee	7,000	5,995	5,028	794	

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60120: Transportation and Travel**	**20,663**	**19,658**	**11,104**	**3,710**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60191: Memberships	734	734	125	434	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60201: Miscellaneous Expense	-	-	-	7,494	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60211: Copy Machine Expense	1,100	1,100	634	316	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60213: Office Supplies	25,000	12,336	9,492	42,568	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60215: Janitorial Supplies	-	0	-	-	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60210: Office Expense**	**26,100**	**13,436**	**10,126**	**42,884**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60307: Facilities Maintenance Services	-	0	-	-	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60300: Professional Services**	**-**	**0**	**-**	**-**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60392: Rents and Leases - Buildings	18,063	18,063	5,500	6,099	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60390: Rents and Leases**	**18,063**	**18,063**	**5,500**	**6,099**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60411: Telephone and Internet	4,700	2,500	2,603	3,340	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60412: Propane	-	0	-	-	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60413: Water and Sewer	-	0	-	-	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60414: Electricity	-	0	328	2,187	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60410: Utilities**	**4,700**	**2,500**	**2,930**	**5,527**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60441: Fuel	5,500	5,500	-	649	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60514: Client - Animal Caretaking	6,340	5,850	2,973	2,659	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60518: Client - Clothing	-	-	-	571	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60522: Client - Emergency Support	4,000	3,000	-	-	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60524: Client - Food	1,500	500	-	494	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60535: Client - Temporary Housing	4,000	3,535	-	-	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60530: Housing Services**	**4,000**	**3,535**	**-**	**-**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60553: Client - Travel Transport	7,000	850	3,222	1,614	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60550: Transportation Services**	**7,000**	**850**	**3,222**	**1,614**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60500: Community Services**	**22,840**	**13,735**	**6,195**	**5,338**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60621: County Vehicle Expense	2,400	2,400	-	-	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60620: Vehicle Expense**	**2,400**	**2,400**	**-**	**-**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	60701: Prior Period Adjustments	-	0	-	-	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**60000: Operating Expense**	**108,449**	**83,475**	**39,063**	**83,514**	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	80111: Transfer Out - General	-	5,195	5,195	-	
3215: Victim Witness Fund	Mariposa Victim Witness Grant	80231: General Insurance	4,747	7,969	5,977	2,226	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**80000: Transfers and Appropriations for Contingencies**	**4,747**	**13,164**	**11,172**	**2,226**	
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**Expense: Total Expenses**	**281,199**	**270,741**	**180,288**	**277,192**	

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3215: Victim Witness Fund	**Mariposa Victim Witness Grant**	**MPC_Net Balance**	**16,815**	**50,959**	**(130,098)**	**(40,792)**	
3215: Victim Witness Fund	Mariposa County Victim Grant	46111: County Victim Services - Federal	128,094	167,779	62,159	86,125	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**46110: Federal Revenue - Office Of Criminal Justice Planning**	**128,094**	**167,779**	**62,159**	**86,125**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**46000: Federal Revenue**	**128,094**	**167,779**	**62,159**	**86,125**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**Revenue: Total Revenues**	**128,094**	**167,779**	**62,159**	**86,125**	
3215: Victim Witness Fund	Mariposa County Victim Grant	51111: Regular salaries and wages	58,778	47,419	40,347	60,157	
3215: Victim Witness Fund	Mariposa County Victim Grant	51116: Overtime Straight to Extra Straight Hours	-	-	-	303	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**51100: Salaries and Wages**	**58,778**	**47,419**	**40,347**	**60,461**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**52000: Other Employment Benefits**	**24,018**	**42,289**	**20,185**	**43,642**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**50000: Salaries and Benefits**	**82,796**	**89,708**	**60,533**	**104,102**	
3215: Victim Witness Fund	Mariposa County Victim Grant	60122: Lodging	-	3,150	-	-	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60120: Transportation and Travel**	**-**	**3,150**	**-**	**-**	
3215: Victim Witness Fund	Mariposa County Victim Grant	60213: Office Supplies	-	41,937	41,937	-	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60210: Office Expense**	**-**	**41,937**	**41,937**	**-**	
3215: Victim Witness Fund	Mariposa County Victim Grant	60307: Facilities Maintenance Services	-	0	-	-	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60300: Professional Services**	**-**	**0**	**-**	**-**	
3215: Victim Witness Fund	Mariposa County Victim Grant	60411: Telephone and Internet	-	646	646	-	
3215: Victim Witness Fund	Mariposa County Victim Grant	60414: Electricity	-	50	50	-	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60410: Utilities**	**-**	**696**	**696**	**-**	
3215: Victim Witness Fund	Mariposa County Victim Grant	60441: Fuel	-	-	431	-	
3215: Victim Witness Fund	Mariposa County Victim Grant	60514: Client - Animal Caretaking	-	3,239	84	15,239	
3215: Victim Witness Fund	Mariposa County Victim Grant	60518: Client - Clothing	-	1,125	1,125	-	
3215: Victim Witness Fund	Mariposa County Victim Grant	60522: Client - Emergency Support	-	1,673	-	-	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60500: Community Services**	**-**	**6,037**	**1,209**	**15,239**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**60000: Operating Expense**	**-**	**51,820**	**44,273**	**15,239**	
3215: Victim Witness Fund	Mariposa County Victim Grant	80231: General Insurance	2,511	0	-	872	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**80000: Transfers and Appropriations for Contingencies**	**2,511**	**0**	**-**	**872**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**Expense: Total Expenses**	**85,307**	**141,528**	**104,806**	**120,213**	
3215: Victim Witness Fund	**Mariposa County Victim Grant**	**MPC_Net Balance**	**42,787**	**26,251**	**(42,647)**	**(34,089)**	
3215: Victim Witness Fund	No Program	44201: Interest From Investments	-	-	(827)	59	
3215: Victim Witness Fund	**No Program**	**44200: Investment Interest**	**-**	**-**	**(827)**	**59**	
3215: Victim Witness Fund	**No Program**	**44000: Interest**	**-**	**-**	**(827)**	**59**	
3215: Victim Witness Fund	No Program	46111: County Victim Services - Federal	-	-	-	-	144,
3215: Victim Witness Fund	No Program	46112: Victim Witness OCJP - Federal	-	-	-	-	277,

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 215 - Victim Witness

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3215: Victim Witness Fund	**No Program**	**46110: Federal Revenue - Office Of Criminal Justice Planning**	**-**	**-**	**-**	**-**	**422**
3215: Victim Witness Fund	**No Program**	**46000: Federal Revenue**	**-**	**-**	**-**	**-**	**422**
3215: Victim Witness Fund	**No Program**	**49999: Beginning Fund Balance**	**-**	**(77,210)**	**-**	**-**	
3215: Victim Witness Fund	**No Program**	**Revenue: Total Revenues**	**-**	**(77,210)**	**(827)**	**59**	**422**
3215: Victim Witness Fund	No Program	51111: Regular salaries and wages	43,099	-	988	8,213	186
3215: Victim Witness Fund	No Program	51112: Extra Help	-	-	1,766	4,410	
3215: Victim Witness Fund	No Program	51115: Overtime	-	-	-	-	1
3215: Victim Witness Fund	**No Program**	**51100: Salaries and Wages**	**43,099**	**-**	**2,754**	**12,623**	**187**
3215: Victim Witness Fund	**No Program**	**51200: Add Pay**	**-**	**-**	**-**	**-**	
3215: Victim Witness Fund	**No Program**	**52000: Other Employment Benefits**	**23,499**	**0**	**57**	**4,925**	**94**
3215: Victim Witness Fund	**No Program**	**50000: Salaries and Benefits**	**66,598**	**0**	**2,811**	**17,547**	**282**
3215: Victim Witness Fund	No Program	60106: Employment Qualification Testing	-	-	108	-	
3215: Victim Witness Fund	**No Program**	**60100: Employee Related Expenses**	**-**	**-**	**108**	**-**	
3215: Victim Witness Fund	No Program	60111: Training and Seminars	-	-	1,009	684	6
3215: Victim Witness Fund	**No Program**	**60110: Training**	**-**	**-**	**1,009**	**684**	**6**
3215: Victim Witness Fund	No Program	60121: Meals	-	-	168	98	
3215: Victim Witness Fund	No Program	60122: Lodging	-	-	503	1,891	
3215: Victim Witness Fund	No Program	60123: Mileage	-	-	-	338	
3215: Victim Witness Fund	No Program	60124: Transportation - Employee	-	-	1,009	802	
3215: Victim Witness Fund	**No Program**	**60120: Transportation and Travel**	**-**	**-**	**1,680**	**3,129**	
3215: Victim Witness Fund	No Program	60181: Medical and Laboratory Expenses	-	-	-	(1)	
3215: Victim Witness Fund	No Program	60191: Memberships	-	-	-	-	
3215: Victim Witness Fund	No Program	60201: Miscellaneous Expense	-	-	825	265	
3215: Victim Witness Fund	No Program	60211: Copy Machine Expense	-	-	-	524	
3215: Victim Witness Fund	No Program	60213: Office Supplies	-	-	2,441	615	53
3215: Victim Witness Fund	**No Program**	**60210: Office Expense**	**-**	**-**	**2,441**	**1,139**	**54**
3215: Victim Witness Fund	No Program	60392: Rents and Leases - Buildings	-	-	-	550	5
3215: Victim Witness Fund	**No Program**	**60390: Rents and Leases**	**-**	**-**	**-**	**550**	**5**
3215: Victim Witness Fund	No Program	60411: Telephone and Internet	-	-	-	-	3
3215: Victim Witness Fund	No Program	60414: Electricity	-	-	-	-	
3215: Victim Witness Fund	**No Program**	**60410: Utilities**	**-**	**-**	**-**	**-**	**4**
3215: Victim Witness Fund	No Program	60441: Fuel	-	-	1,367	969	
3215: Victim Witness Fund	No Program	60514: Client - Animal Caretaking	-	-	-	97	11
3215: Victim Witness Fund	No Program	60521: Client - Education	-	-	-	186	

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3215: Victim Witness Fund	No Program	60553: Client - Travel Transport	-	-	-	0	
3215: Victim Witness Fund	**No Program**	**60550: Transportation Services**	**-**	**-**	**-**	**0**	
3215: Victim Witness Fund	**No Program**	**60500: Community Services**	**-**	**-**	**-**	**283**	**11**
3215: Victim Witness Fund	No Program	60621: County Vehicle Expense	-	-	1,364	2,471	1
3215: Victim Witness Fund	**No Program**	**60620: Vehicle Expense**	**-**	**-**	**1,364**	**2,471**	**1**
3215: Victim Witness Fund	**No Program**	**60000: Operating Expense**	**-**	**-**	**8,793**	**9,490**	**85**
3215: Victim Witness Fund	No Program	70411: Staff Vehicles	-	-	-	-	43
3215: Victim Witness Fund	**No Program**	**70400: Vehicles**	**-**	**-**	**-**	**-**	**43**
3215: Victim Witness Fund	**No Program**	**70000: Fixed Assets**	**-**	**-**	**-**	**-**	**43**
3215: Victim Witness Fund	No Program	80111: Transfer Out - General	-	-	-	-	
3215: Victim Witness Fund	No Program	80231: General Insurance	-	0	-	-	2
3215: Victim Witness Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**-**	**0**	**-**	**-**	**2**
3215: Victim Witness Fund	**No Program**	**Expense: Total Expenses**	**66,598**	**0**	**11,604**	**27,037**	**412**
3215: Victim Witness Fund	**No Program**	**MPC_Net Balance**	**(66,598)**	**(77,210)**	**(12,431)**	**(26,975)**	**9**
Total Funds	**Total Program**	**MPC_Net Balance**	**(6,996)**	**0**	**25,001**	**(146,031)**	**9**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Fire **Budget Unit #: 228**

Program Description:

The Mariposa County Fire Department consists of 11 volunteer companies directed by CAL FIRE to provide fire protection emergency services. The Fire Department provides clerical support, fire protection planning and inspections through the Fire Marshal, training, public education, and purchasing of volunteer company fixed assets. In addition, the department provides command coverage through agreement with CAL FIRE, participates in the California Fire Incident Reporting System. Also included in the administrative function of the Fire Department is the monitoring of contracts that the County has with CAL FIRE for Command and Control, Amador (out-of-fire-season station coverage), and Dispatch services. The Department's function also includes monitoring of the contract services with the National Park Service as well as the fire protection agreement with Delaware North Tenaya Lodge. The volunteer companies respond to emergency incidents and provide various community services. In addition to our volunteer force, Mariposa County Fire now has Extra Help employees designated as Reserve Firefighter I/II. The primary charge of the Reserve Program is to support the volunteer efforts in assisting with station maintenance, engine cleaning and checkouts, and additional projects. The Reserve Program also provides paid Fire Department Firefighters and Driver Operators for immediate response to emergencies and an increase in community service levels during the scheduled staffed time. Each year, a portion of the CAL FIRE contract expense is paid for by Measure M funding.

Accomplishments:

- Updated agreements with CAL FIRE for Command and Control, Dispatch, and Amador services through June 2026
- Updated uniform policy to improve the professionalism and public confidence
- Established health and wellness physicals through the Health Department in accordance with National Fire Protection Association (NFPA) standards
- Offered and provided training and educational opportunities to all members with near 100% compliance
- Maintained the fleet at an acceptable level, while identifying equipment/apparatus to be excess. Sold four Type I style engines and excessed old water tenders
- Placed into service three Type III wildland style engines to address specific needs for our department
- Continued a training plan and utilized Target Solutions computer training platform for more accurate tracking of training and certifications
- Maintained steady employee roster numbers, with some increases in volunteer applications
- Continued an apparatus replacement plan with two new Type II 4x4 water tenders expected for delivery this summer, ordered a Type II engine and two Type VI engines, made plans to replace older command vehicles and order a new stake side truck and chassis replacement this spring/summer.
- Made facility improvements, including minor repairs and painting
- Reformatted Community Wildland Protection Plan (CWPP) appendices for ease of public use and for upcoming public presentation
- Engaged in more fuel reduction projects in Mariposa County by purchase of a grant-funded skid steer and excavator to be utilized in coordination with CAL FIRE on identified fuel reduction
- Established and agreement with consultants to establish a Fire Fee Schedule which will be presented to the public in May
- Worked with the Building Department to identify and begin the processes to change the occupancy status of eligible fire stations to allow for future use options

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Fire **Budget Unit #: 228**

Goals and Objectives for Fiscal Year:

- Improve and grow Extra Help Reserve Firefighter program to 4 personnel on duty 12 hrs/day, 7 days/week for more coverage
- Continue to promote and support in-person public events post COVID
- Evaluate and renegotiate, as the County deems appropriate, the lease option at Spring Hill Facility for continued use as Headquarters and training facility
- Improve internet/WIFI capability throughout the Spring Hill Facility
- Continue to support, through additional training and experience, our Fire Inspector Program
- Continue replacement of our aged Self-Contained Breathing Apparatus (SCBA)
- Receive Office of Traffic and Safety (OTS) grant to replace and improve our aged extrication equipment
- Replace our aged and no longer viable radios utilizing Title III funds in two phases
- Continue working with Fleet on vehicle replacement priorities to include Type II 4x4 water tenders, a Type II engine, two Type VI engines, replacement command vehicles, a new stake side truck, and chassis replacement of older split manual transitions
- Establish a County Wildland Mitigation Coordinator Position (paid from California Fire Safe Council grant) to assist with grants, CWPP implementation and needs, Firewise communities, and public outreach
- Work with Administration on vision/ability to provide immediate response capabilities within our department in key locations
- Educate public and work toward a combination paid/volunteer department to provide a more responsive and professional service
- Move volunteer compensation from stipend to a Paid Call Firefighter (PCF) system to help with recruitment and retention of volunteers
- Work with our NPS partners to re-establish an Auto-Aid agreement that is fair to both parties
- Work with Delaware North Tenaya Lodge on their request to modify a response agreement and their staffing/training
- Establish an Auto Aid agreement with Tuolumne County
- Update and expand Auto Aid agreement with Madera County
- Replace and update our Automated External Defibrillators (AEDs)
- Come into compliance with NFPA 1977 (Wildland gear) and NFPA 1851 (structure gear) to have safety equipment inspected every 6 months through contract
- Hire an additional Office Assistant for increased workload that has been borne by same staffing levels for over 15 years

Requested Changes:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Increase by $500,000 the Fire Management CAL FIRE Command & Control, Dispatch, and Amador agreements that were approved by the Board of Supervisors
- Obtain a one-time OTS State grant for extrication equipment ($387,000) and State Fire Safe Council grant ($84,000) for a new position (Wildland Mitigation Coordinator) for a total of $471,000
- Increase Extra Help program $50,000 to allow for increased staffing during summer months, with costs covered by Assistance by Hire (ABH)
- Build barracks onto Station 22 for 24-hour capability/staffing, $200,000
- Increase salary and wages line to accommodate an additional Office Assistant in Fire Department for relief of increased workload
- Provide furniture for Midpines station as well as Murphy beds for Mariposa Station to staff these stations and have the ability to house employees 24 hours/day, $10,000
- Replace pavement at Ponderosa Basin and Fish Camp stations, $80,000 each
- Finalize the replacement of aged SCBAs, $285,000

Other Department Funds

3345 Forest Reserve
The Secure Rural Schools (SRS) and Community Self-Determination Act of 2000 specified that counties would receive funding from money that historically came to them as a result of federal timber sales and other forest receipts. These federal funds are available to the Mariposa County Fire Department for training and equipment related to emergency response.

Recommended Changes:

tbd

Final Budget Changes:

tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 228 - Fire

Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	45543: Assistance By Hire - State	350,000	1,200,000	309,140	753,380	-
1001: General Fund	No Program	45544: VFA 12/13 - State	20,000	21,700	15,727	-	20,000
1001: General Fund	No Program	45547: One-Time State Grants - State	471,000	517,701	247,842	484	2,888
1001: General Fund	**No Program**	**45540: State Revenue - Other Revenue**	**841,000**	**1,739,401**	**572,709**	**753,864**	**22,888**
1001: General Fund	**No Program**	**45000: State Revenue**	**841,000**	**1,739,401**	**572,709**	**753,864**	**22,888**
1001: General Fund	No Program	47206: Fire Warden Review	60,000	500	100	400	5,853
1001: General Fund	**No Program**	**47200: Development Services Fees**	**60,000**	**500**	**100**	**400**	**5,853**
1001: General Fund	**No Program**	**47000: Fees For Services**	**60,000**	**500**	**100**	**400**	**5,853**
1001: General Fund	No Program	48186: Fire Department Miscellaneous Revenue	0	-	-	-	-
1001: General Fund	No Program	48189: Miscellaneous Revenue Account	0	-	-	-	-
1001: General Fund	**No Program**	**48180: Miscellaneous Revenue Category**	**0**	**-**	**-**	**-**	**-**
1001: General Fund	**No Program**	**48000: Miscellaneous Revenue**	**0**	**-**	**-**	**-**	**-**
1001: General Fund	No Program	49101: Transfer In - General	-	-	-	-	947,340
1001: General Fund	**No Program**	**49000: Transfer In**	**-**	**-**	**-**	**-**	**947,340**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**901,000**	**1,739,901**	**572,809**	**754,264**	**976,081**
1001: General Fund	No Program	51111: Regular salaries and wages	193,327	144,158	102,966	138,986	130,341
1001: General Fund	No Program	51112: Extra Help	230,000	180,000	153,203	18,111	-
1001: General Fund	No Program	51113: USFS Patrol Extra Help	0	-	-	632	-
1001: General Fund	No Program	51114: Volunteer Fire Personnel	250,000	200,000	144,370	101,912	322,340
1001: General Fund	No Program	51115: Overtime	4,000	3,000	2,721	3,198	1,015
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	900	50	659	146	84
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**678,227**	**527,208**	**403,918**	**262,983**	**453,780**
1001: General Fund	**No Program**	**51200: Add Pay**	**0**	**1,437**	**556**	**845**	**602**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**138,209**	**131,152**	**110,520**	**142,053**	**119,416**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**816,436**	**659,797**	**514,993**	**405,881**	**573,798**
1001: General Fund	No Program	60101: Uniforms / Clothing	30,000	10,000	18,501	32,205	78,104
1001: General Fund	No Program	60102: Food	1,000	1,500	70	532	25
1001: General Fund	No Program	60104: Volunteer Stipend	30,000	40,000	22,230	28,580	32,010
1001: General Fund	No Program	60105: Employee Appreciation	2,000	-	-	-	-

Mariposa County

Lineitem Worksheet - 228 - Fire

Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**63,000**	**51,500**	**40,801**	**61,317**	**110,139**
1001: General Fund	No Program	60111: Training and Seminars	2,500	3,000	1,777	9,530	10,968
1001: General Fund	**No Program**	**60110: Training**	**2,500**	**3,000**	**1,777**	**9,530**	**10,968**
1001: General Fund	No Program	60121: Meals	300	1,200	156	844	-
1001: General Fund	No Program	60122: Lodging	1,500	2,000	483	2,077	-
1001: General Fund	No Program	60123: Mileage	500	500	-	-	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**2,300**	**3,700**	**639**	**2,921**	**-**
1001: General Fund	No Program	60131: Maintenance - Equipment	20,000	30,000	5,030	2,848	17,450
1001: General Fund	No Program	60132: Maintenance - Buildings and Improvements	50,000	50,000	5,860	28,715	31,110
1001: General Fund	**No Program**	**60130: Maintenance**	**70,000**	**80,000**	**10,890**	**31,562**	**48,560**
1001: General Fund	No Program	60152: Emergency Response Supplies	10,000	8,000	7,712	4,665	96
1001: General Fund	No Program	60153: Special Departmental Supplies	1,000	-	972	315	1,124
1001: General Fund	No Program	60155: Small Tools	5,000	5,000	2,882	2,292	17,332
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**16,000**	**13,000**	**11,566**	**7,272**	**18,552**
1001: General Fund	No Program	60191: Memberships	2,000	2,000	1,666	1,705	2,146
1001: General Fund	No Program	60201: Miscellaneous Expense	0	5,000	1,696	8,332	-
1001: General Fund	No Program	60211: Copy Machine Expense	600	1,000	350	4,706	4,722
1001: General Fund	No Program	60213: Office Supplies	6,500	7,000	5,524	6,391	6,773
1001: General Fund	No Program	60214: Postage	200	-	191	174	-
1001: General Fund	No Program	60215: Janitorial Supplies	0	-	-	385	-
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	10,000	-	8,670	-	-
1001: General Fund	**No Program**	**60210: Office Expense**	**17,300**	**8,000**	**14,735**	**11,656**	**11,495**
1001: General Fund	No Program	60301: General Professional Services	20,000	30,000	22,735	20,906	4,051
1001: General Fund	No Program	60304: Fire Management	0	-	497,850	807,644	1,089,092
1001: General Fund	**No Program**	**60300: Professional Services**	**20,000**	**30,000**	**520,585**	**828,549**	**1,093,143**
1001: General Fund	No Program	60392: Rents and Leases - Buildings	1,300	2,000	-	1,300	1,300
1001: General Fund	**No Program**	**60390: Rents and Leases**	**1,300**	**2,000**	**-**	**1,300**	**1,300**
1001: General Fund	No Program	60411: Telephone and Internet	23,000	25,000	20,327	22,247	23,249
1001: General Fund	No Program	60412: Propane	24,000	15,500	19,027	14,142	-
1001: General Fund	No Program	60413: Water and Sewer	3,800	3,400	3,920	3,159	-

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 228 - Fire
Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60414: Electricity	45,000	40,000	35,773	33,698	48,713
1001: General Fund	No Program	60415: Garbage Disposal	2,500	-	2,168	803	-
1001: General Fund	**No Program**	**60410: Utilities**	**98,300**	**83,900**	**81,214**	**74,049**	**71,962**
1001: General Fund	No Program	60421: Equipment	6,000	12,000	5,033	377	14,448
1001: General Fund	No Program	60431: Software	9,000	2,000	8,859	183	1,904
1001: General Fund	No Program	60441: Fuel	50,000	65,000	47,609	42,628	41,095
1001: General Fund	No Program	60508: Client - Community Education and Engagement	6,000	2,000	3,668	1,941	342
1001: General Fund	**No Program**	**60500: Community Services**	**6,000**	**2,000**	**3,668**	**1,941**	**342**
1001: General Fund	No Program	60621: County Vehicle Expense	150,000	177,505	93,492	188,086	225,303
1001: General Fund	No Program	60623: Fire Equipment Replacement	0	0	-	-	237,768
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**150,000**	**177,505**	**93,492**	**188,086**	**463,071**
1001: General Fund	No Program	60701: Prior Period Adjustments	0	-	-	-	-
1001: General Fund	**No Program**	**60000: Operating Expense**	**513,700**	**540,605**	**844,230**	**1,271,410**	**1,889,125**
1001: General Fund	No Program	70111: Community and Office Buildings	0	-	-	-	-
1001: General Fund	*No Program*	*+ Barracks Station 22 Construction*	*200,000*	-	-	-	-
1001: General Fund	*No Program*	*+ Pavement - Ponderosa Basin*	*80,000*	-	-	-	-
1001: General Fund	*No Program*	*+ Pavement - Fish Camp*	*80,000*	-	-	-	-
1001: General Fund	No Program	70121: Fire Stations and Improvements	360,000	-	-	-	-
1001: General Fund	**No Program**	**70100: Buildings and Improvements**	**360,000**	**-**	**-**	**-**	**-**
1001: General Fund	No Program	70211: General Equipment	285,000	617,842	169,508	-	-
1001: General Fund	No Program	70221: Technological Equipment	0	-	-	-	-
1001: General Fund	**No Program**	**70200: Equipment Fixed Assets**	**285,000**	**617,842**	**169,508**	**-**	**-**
1001: General Fund	No Program	70421: Heavy Equipment Vehicles	0	497,842	191,754	-	-
1001: General Fund	**No Program**	**70400: Vehicles**	**0**	**497,842**	**191,754**	**-**	**-**
1001: General Fund	**No Program**	**70000: Fixed Assets**	**645,000**	**1,115,684**	**361,262**	**-**	**-**
1001: General Fund	No Program	80231: General Insurance	120,070	236,352	177,264	216,917	266,276
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**120,070**	**236,352**	**177,264**	**216,917**	**266,276**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**2,095,206**	**2,552,438**	**1,897,749**	**1,894,208**	**2,729,199**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(1,194,206)**	**(812,537)**	**(1,324,941)**	**(1,139,947)**	**(1,753,118)**
1001: General Fund	Measure M Program	60304: Fire Management	1,964,737	1,465,390	-	-	-

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 228 - Fire

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	**Measure M Program**	**60300: Professional Services**	**1,964,737**	**1,465,390**	**-**	**-**	**-**
1001: General Fund	**Measure M Program**	**60000: Operating Expense**	**1,964,737**	**1,465,390**	**-**	**-**	**-**
1001: General Fund	**Measure M Program**	**Expense: Total Expenses**	**1,964,737**	**1,465,390**	**-**	**-**	**-**
1001: General Fund	**Measure M Program**	**MPC_Net Balance**	**(1,964,737)**	**(1,465,390)**	**-**	**-**	**-**
3345: Forest Reserve	No Program	44201: Interest From Investments	0	500	-	-	-
3345: Forest Reserve	**No Program**	**44200: Investment Interest**	**0**	**500**	**-**	**-**	**-**
3345: Forest Reserve	**No Program**	**44000: Interest**	**0**	**500**	**-**	**-**	**-**
3345: Forest Reserve	No Program	46071: Forest Reserve - Federal	37,654	37,654	-	-	-
3345: Forest Reserve	**No Program**	**46070: Federal Revenue - Forest Reserve Revenue**	**37,654**	**37,654**	**-**	**-**	**-**
3345: Forest Reserve	**No Program**	**46000: Federal Revenue**	**37,654**	**37,654**	**-**	**-**	**-**
3345: Forest Reserve	**No Program**	**49999: Beginning Fund Balance**	**110,746**	**110,746**	**-**	**-**	**-**
3345: Forest Reserve	**No Program**	**Revenue: Total Revenues**	**148,400**	**148,900**	**-**	**-**	**-**
3345: Forest Reserve	No Program	60301: General Professional Services	148,400	148,900	29,770	-	-
3345: Forest Reserve	**No Program**	**60300: Professional Services**	**148,400**	**148,900**	**29,770**	**-**	**-**
3345: Forest Reserve	**No Program**	**60000: Operating Expense**	**148,400**	**148,900**	**29,770**	**-**	**-**
3345: Forest Reserve	**No Program**	**Expense: Total Expenses**	**148,400**	**148,900**	**29,770**	**-**	**-**
3345: Forest Reserve	**No Program**	**MPC_Net Balance**	**0**	**0**	**(29,770)**	**-**	**-**
Total Funds	**Total Program**	**MPC_Net Balance**	**(3,158,943)**	**(2,277,927)**	**(1,354,711)**	**(1,139,947)**	**(1,753,118)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Agricultural Commissioner **Budget Unit #: 235**

Program Description:
The Agricultural Commissioner/County Sealer of Weights and Measures provides regulatory services through numerous programs that are coordinated with the United States Department of Food and Agriculture (USDA), California Department of Food and Agriculture (CDFA), and the California Department of Pesticide Regulation (CDPR). Each County Agricultural Commissioner and County Sealer of Weights and Measures is licensed by CDFA.

The Agricultural Commissioner/County Sealer of Weights and Measures is charged with the protection and promotion of California's agriculture, the protection of the environment, the public's health and safety, and furthering the economy of California State and Mariposa County agriculture. These goals are accomplished through the management of programs, as mandated, in the California Food and Agricultural Code. The California Food and Agriculture Code is designed to protect producers, handlers, and consumers by assuring that all agricultural products meet predetermined standards set by state laws and regulations. Mariposa County Agriculture Commissioner/ County Sealer of Weights and Measures has the authority delegated to actively further and protect the environment along with the health and welfare of the people of the State of California and County of Mariposa.

County Sealer of Weights and Measures is responsible for local enforcement of California Weights and Measures laws and regulations. These laws and regulations were established providing the citizens a basis of value comparison and fair competition in the marketplace. Weights and Measures performs field activities in the following Weights and Measures programs: petroleum, measuring and weighing devices, registered service agents, and quality control.

The United States Department of Agriculture (USDA)/Animal and Plant Health Inspection Services (APHIS) - Wildlife Services Program is included within the Mariposa County Agriculture Commissioners/Sealer of Weights and Measures budget because it is a cost-shared program with the federal government for the services of a full-time specialist operating within Mariposa County.

Accomplishments:

- Continued protection of agriculture, environment, and consumers while dealing with staffing challenges
- Conducted vigorous Pest Detection Trapping program throughout Mariposa County, including Yosemite National Park
- Transitioned to the automated Pest Detection Trapping documentation by implanting Cal-Trap for trapping season 2022
- Advanced work on the Noxious Weed program encompassing surveying and treatment in project areas
- Documented Noxious Weeds using the Calflora Geographic Information System (GIS) application
- Built a relationship with Mariposa County Public Works Roads Department for treatment of the leading-edge areas to the Sierra National Forest, Stanislaus National Forest, and Yosemite National Park for invasive noxious weeds
- Hosted a continuing education workshop for Pesticide Use Enforcement program while complying with County Covid Protocols
- Furthered the use of the state-wide CalAgPermits system for the issuance of both restricted and non-restricted pesticide permits, enhanced mapping, and electronic pesticide use reporting
- Continued the use of California Pesticide Enforcement Activities Tracking System (CalPEATS), the web-based pesticide inspection program implemented by the State of California
- Trained Agricultural & Standards Inspector and Account Clerk

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Goals and Objectives for Fiscal Year:

- Continue to transition to automated Pest Detection Trapping documentation by implanting Cal-Trap for trapping season 2023.
- Host two continuing education workshops per year for Pesticide Use Enforcement program
- Monitor for new and emerging agricultural pests which would impact our agricultural industry
- Update and streamline departmental procedures and policies to continue the departmental transition
- Creating a training manual for new staff
- Assist with training and development of staff (Agricultural & Standards Inspector, Account Clerk, and Agricultural Field Assistant) to promote increased awareness and knowledge of state programs
- Transfer job duties to appropriate staff
- Continue to improve Agricultural and Weights & Measures inspection programs to ensure a level playing field for producers, businesses, and consumers
- Work with State and federal legislators for increased funding for USDA/APHIS - Wildlife Services Program, the Land Conservation (Williamson) Act, marketplace equity and consumer protection (Weights & Measures), invasive species programs, and invasive noxious weed management funding as programs funding decreases
- Review current and proposed State contracts for opportunities to increase funding and services
- Review possible avenues for increasing revenue for non-mandated agricultural programs
- Evaluate and modify new software to replace paper-based reporting systems

Requested Changes:
No significant changes.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 235 - Agricultural Commissioner

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	45161: Sealer Of Weights - State	1,200	1,200	1,274	1,153	1,588
1001: General Fund	No Program	45162: Agricultural Commission - State	285,000	315,000	55,122	286,828	400,950
1001: General Fund	**No Program**	**45160: State Revenue - Aid For Agriculture**	**286,200**	**316,200**	**56,396**	**287,980**	**402,538**
1001: General Fund	**No Program**	**45000: State Revenue**	**286,200**	**316,200**	**56,396**	**287,980**	**402,538**
1001: General Fund	No Program	46092: AARA - Invasive Weeds - Federal	-	0	-	-	-
1001: General Fund	**No Program**	**46090: Federal Revenue - Grazing Fees**	**-**	**0**	**-**	**-**	**-**
1001: General Fund	**No Program**	**46000: Federal Revenue**	**-**	**0**	**-**	**-**	**-**
1001: General Fund	No Program	47353: Drug Test Fees	-	-	-	(74)	-
1001: General Fund	No Program	47357: Fees And Supplies	3,500	2,300	2,385	3,765	3,067
1001: General Fund	**No Program**	**47350: Public Safety Services Fees**	**3,500**	**2,300**	**2,385**	**3,692**	**3,067**
1001: General Fund	**No Program**	**47000: Fees For Services**	**3,500**	**2,300**	**2,385**	**3,692**	**3,067**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**289,700**	**318,500**	**58,781**	**291,672**	**405,605**
1001: General Fund	No Program	51111: Regular salaries and wages	365,871	285,845	202,817	198,964	129,744
1001: General Fund	No Program	51112: Extra Help	22,000	18,000	14,501	16,649	16,869
1001: General Fund	No Program	51115: Overtime	-	-	0	-	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**387,871**	**303,845**	**217,317**	**215,613**	**146,613**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**-**	**75**	**258**	**1,276**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**162,924**	**175,636**	**151,546**	**159,328**	**96,943**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**550,795**	**479,481**	**368,938**	**375,200**	**244,832**
1001: General Fund	No Program	60101: Uniforms / Clothing	400	400	100	358	129
1001: General Fund	No Program	60102: Food	100	50	278	21	-
1001: General Fund	No Program	60106: Employment Qualification Testing	-	-	-	74	-
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**500**	**450**	**378**	**453**	**129**
1001: General Fund	No Program	60111: Training and Seminars	2,000	2,000	2,865	1,480	245
1001: General Fund	**No Program**	**60110: Training**	**2,000**	**2,000**	**2,865**	**1,480**	**245**
1001: General Fund	No Program	60121: Meals	2,000	1,500	981	392	-
1001: General Fund	No Program	60122: Lodging	3,000	2,500	2,387	1,426	-
1001: General Fund	No Program	60123: Mileage	1,500	1,500	1,311	580	-
1001: General Fund	No Program	60124: Transportation - Employee	300	-	1,437	175	-

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 235 - Agricultural Commissioner

Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24))

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**6,800**	**5,500**	**6,116**	**2,573**	**-**
1001: General Fund	No Program	60131: Maintenance - Equipment	100	250	-	-	-
1001: General Fund	**No Program**	**60130: Maintenance**	**100**	**250**	**-**	**-**	**-**
1001: General Fund	No Program	60153: Special Departmental Supplies	20,000	25,000	15,428	20,746	1,351
1001: General Fund	No Program	60155: Small Tools	100	100	84	301	11
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**20,100**	**25,100**	**15,512**	**21,047**	**1,362**
1001: General Fund	No Program	60191: Memberships	2,900	2,885	2,591	2,208	2,493
1001: General Fund	No Program	60201: Miscellaneous Expense	300	600	505	236	-
1001: General Fund	No Program	60211: Copy Machine Expense	2,000	2,000	519	2,008	1,707
1001: General Fund	No Program	60213: Office Supplies	2,500	2,500	3,296	3,258	2,320
1001: General Fund	No Program	60214: Postage	1,000	500	526	446	-
1001: General Fund	No Program	60215: Janitorial Supplies	150	300	105	167	-
1001: General Fund	**No Program**	**60210: Office Expense**	**5,650**	**5,300**	**4,446**	**5,879**	**4,027**
1001: General Fund	No Program	60301: General Professional Services	-	-	-	-	24,000
1001: General Fund	No Program	60312: Agricultural Commissioner Services	95,000	83,163	11,412	80,860	100,549
1001: General Fund	**No Program**	**60300: Professional Services**	**95,000**	**83,163**	**11,412**	**80,860**	**124,549**
1001: General Fund	No Program	60381: Publications and Legal Notices	2,500	100	1,228	30	30
1001: General Fund	No Program	60391: Rents and Leases - Equipment	10,000	8,000	2,122	2,123	4,858
1001: General Fund	No Program	60392: Rents and Leases - Buildings	24,000	24,000	10,590	12,708	15,993
1001: General Fund	**No Program**	**60390: Rents and Leases**	**34,000**	**32,000**	**12,712**	**14,831**	**20,851**
1001: General Fund	No Program	60411: Telephone and Internet	17,000	15,000	9,065	1,523	9,532
1001: General Fund	No Program	60412: Propane	1,500	1,500	530	599	-
1001: General Fund	No Program	60414: Electricity	2,500	2,500	1,635	1,506	2,303
1001: General Fund	**No Program**	**60410: Utilities**	**21,000**	**19,000**	**11,231**	**3,627**	**11,835**
1001: General Fund	No Program	60421: Equipment	250	500	260	2,571	393
1001: General Fund	No Program	60431: Software	1,200	200	518	61	-
1001: General Fund	No Program	60441: Fuel	5,500	5,000	3,435	4,009	2,631
1001: General Fund	No Program	60621: County Vehicle Expense	16,000	20,000	7,191	16,689	9,875
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**16,000**	**20,000**	**7,191**	**16,689**	**9,875**
1001: General Fund	**No Program**	**60000: Operating Expense**	**213,800**	**202,048**	**80,401**	**156,553**	**178,420**

Mariposa County

Lineitem Worksheet - 235 - Agricultural Commissioner

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	80231: General Insurance	9,382	7,067	5,301	3,745	3,876
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**9,382**	**7,067**	**5,301**	**3,745**	**3,876**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**773,977**	**688,596**	**454,639**	**535,498**	**427,128**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(484,277)**	**(370,096)**	**(395,856)**	**(243,828)**	**(21,523)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(484,277)**	**(370,096)**	**(395,856)**	**(243,828)**	**(21,523)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Building and Permits / Building **Budget Unit #: 236**

Program Description:

The Building Department is operated as an Enterprise Fund which does not affect the General Fund. The Building Department enforces State laws, Building Codes, and County ordinances concerning the safe construction of structures. Enforcement includes review of plans to verify code compliance; inspecting structures to verify that construction or alteration work is performed according to approved plans and in accordance with the provisions of applicable codes; issuing orders required in enforcement; and issuing all permits required in the enforcement of the building and grading codes. Among the permits issued by this department are residential and commercial building construction, alteration or remodel work, repairs, mobile home installation, and grading permits.

Goals and Objectives for Fiscal Year:

It is the goal of the Building Department to reasonably ensure the minimum standards to safeguard life, limb, health, property and public welfare are met by regulating the design, construction, use and occupancy, and location of all building and structures within this jurisdiction according to the state building codes and local regulations.

Objectives for this year include introducing a new building permit program, preparing for the transition from the existing program to the new program, and provide training on the new program during and after the implementation. Another key objective is to bring the position of Deputy Director to the Building Department. Also, applying, educating, and continuing to learn the new building codes that were adopted and became effective January 1, 2023.

Continue to recover from the impact of Covid 19. Covid 19 has significantly impacted the way permit applications are received and inspections are done, with email as an avenue for submitting applications and contractor photo verification of inspections, adding an additional layer of work to the process.

Continue to provide opportunities for Building staff to attend seminars and training programs designed to provide information on updated laws, regulations, and changes in the industry. This improves the staff's level of expertise and facilitates improved dialogue with the public on permit and construction requirements. The seminars and training are also necessary for staff to meet the Continuing Education Units (CEUs) required to maintain certifications.

Requested Changes:

We anticipate a slight increase in total construction revenue due to several larger projects expected this year.

Increase in regular salaries and wages reflects a request to add a Deputy Building Department Director.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 236 - Building
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
6600: Building Fund	No Program	44201: Interest From Investments	5,000	6,438	4,419	4,660	4,713
6600: Building Fund	**No Program**	**44200: Investment Interest**	**5,000**	**6,438**	**4,419**	**4,660**	**4,713**
6600: Building Fund	**No Program**	**44000: Interest**	**5,000**	**6,438**	**4,419**	**4,660**	**4,713**
6600: Building Fund	No Program	47203: Construction Permits	700,000	731,500	592,323	809,735	907,683
6600: Building Fund	No Program	47214: Reinspection and Additional Planning Check	20,000	18,000	25,848	14,524	11,998
6600: Building Fund	No Program	47216: Vacation Rental	30,000	31,000	30,968	34,295	28,421
6600: Building Fund	No Program	47217: Violation Fees	10,000	31,000	8,824	20,751	15,252
6600: Building Fund	No Program	47219: Surveyor Review Fees	-	-	200	-	-
6600: Building Fund	No Program	47224: Appeal	1,292	1,164	-	-	-
6600: Building Fund	No Program	47225: Fire Fees	-	0	510	267	3,880
6600: Building Fund	**No Program**	**47200: Development Services Fees**	**761,292**	**812,664**	**658,673**	**879,572**	**967,234**
6600: Building Fund	**No Program**	**47000: Fees For Services**	**761,292**	**812,664**	**658,673**	**879,572**	**967,234**
6600: Building Fund	No Program	48189: Miscellaneous Revenue Account	11,000	22,000	6,337	18,363	9,731
6600: Building Fund	No Program	48193: Continuing Education Fee	0	0	-	9	45
6600: Building Fund	**No Program**	**48180: Miscellaneous Revenue Category**	**11,000**	**22,000**	**6,337**	**18,372**	**9,776**
6600: Building Fund	**No Program**	**48000: Miscellaneous Revenue**	**11,000**	**22,000**	**6,337**	**18,372**	**9,776**
6600: Building Fund	No Program	49101: Transfer In - General	-	142,251	-	142,251	106,688
6600: Building Fund	**No Program**	**49000: Transfer In**	**-**	**142,251**	**-**	**142,251**	**106,688**
6600: Building Fund	**No Program**	**49999: Beginning Fund Balance**	**420,000**	**742,407**	**-**	**-**	**-**
6600: Building Fund	**No Program**	**Revenue: Total Revenues**	**1,197,292**	**1,725,760**	**669,430**	**1,044,855**	**1,088,411**
6600: Building Fund	No Program	51111: Regular salaries and wages	659,196	546,119	360,824	358,258	455,766
6600: Building Fund	No Program	51112: Extra Help	3,000	7,000	256	30,074	4,084
6600: Building Fund	No Program	51115: Overtime	5,000	3,500	4,402	3,601	3,867
6600: Building Fund	No Program	51116: Overtime Straight to Extra Straight Hours	1,000	1,000	318	386	770
6600: Building Fund	**No Program**	**51100: Salaries and Wages**	**668,196**	**557,619**	**365,800**	**392,318**	**464,487**
6600: Building Fund	**No Program**	**51200: Add Pay**	**-**	**4,033**	**(2,699)**	**74,867**	**1,860**
6600: Building Fund	**No Program**	**52000: Other Employment Benefits**	**278,260**	**326,385**	**265,169**	**(288,320)**	**263,451**
6600: Building Fund	**No Program**	**50000: Salaries and Benefits**	**946,456**	**888,037**	**628,270**	**178,865**	**729,798**
6600: Building Fund	No Program	60101: Uniforms / Clothing	500	500	75	74	75

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 236 - Building
Revenues and Expenses:

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
6600: Building Fund	No Program	60106: Employment Qualification Testing	-	-	69	-	-
6600: Building Fund	**No Program**	**60100: Employee Related Expenses**	**500**	**500**	**144**	**74**	**75**
6600: Building Fund	No Program	60111: Training and Seminars	4,300	3,000	5,896	2,299	390
6600: Building Fund	**No Program**	**60110: Training**	**4,300**	**3,000**	**5,896**	**2,299**	**390**
6600: Building Fund	No Program	60121: Meals	320	-	528	-	-
6600: Building Fund	No Program	60122: Lodging	1,100	-	1,830	-	-
6600: Building Fund	No Program	60123: Mileage	100	100	-	-	-
6600: Building Fund	No Program	60124: Transportation - Employee	-	-	75	-	-
6600: Building Fund	**No Program**	**60120: Transportation and Travel**	**1,520**	**100**	**2,433**	**-**	**-**
6600: Building Fund	No Program	60153: Special Departmental Supplies	3,000	2,000	-	238	4,341
6600: Building Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**3,000**	**2,000**	**-**	**238**	**4,341**
6600: Building Fund	No Program	60181: Medical and Laboratory Expenses	-	0	-	28	-
6600: Building Fund	No Program	60191: Memberships	800	800	60	446	530
6600: Building Fund	No Program	60201: Miscellaneous Expense	2,000	2,000	85	3,267	-
6600: Building Fund	No Program	60211: Copy Machine Expense	2,000	2,000	1,052	2,981	2,871
6600: Building Fund	No Program	60213: Office Supplies	10,000	4,000	9,773	8,125	4,569
6600: Building Fund	No Program	60214: Postage	100	900	63	70	-
6600: Building Fund	**No Program**	**60210: Office Expense**	**12,100**	**6,900**	**10,888**	**11,176**	**7,440**
6600: Building Fund	No Program	60301: General Professional Services	9,000	9,000	7,765	5,695	1,013
6600: Building Fund	**No Program**	**60300: Professional Services**	**9,000**	**9,000**	**7,765**	**5,695**	**1,013**
6600: Building Fund	No Program	60371: Bank Fees	40	20	40	-	40
6600: Building Fund	**No Program**	**60370: Bank and Investment Fees**	**40**	**20**	**40**	**-**	**40**
6600: Building Fund	No Program	60381: Publications and Legal Notices	700	900	1,499	966	522
6600: Building Fund	No Program	60411: Telephone and Internet	900	900	779	893	872
6600: Building Fund	**No Program**	**60410: Utilities**	**900**	**900**	**779**	**893**	**872**
6600: Building Fund	No Program	60431: Software	65,000	59,102	10,293	10,611	13,029
6600: Building Fund	No Program	60441: Fuel	9,500	6,500	4,999	9,442	6,241
6600: Building Fund	No Program	60621: County Vehicle Expense	16,500	15,500	3,977	12,348	21,023
6600: Building Fund	**No Program**	**60620: Vehicle Expense**	**16,500**	**15,500**	**3,977**	**12,348**	**21,023**
6600: Building Fund	**No Program**	**60000: Operating Expense**	**125,860**	**107,222**	**48,858**	**57,481**	**55,516**

Mariposa County

Lineitem Worksheet - 236 - Building

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
6600: Building Fund	No Program	70701: Depreciation	-	0	-	-	450
6600: Building Fund	**No Program**	**70000: Fixed Assets**	**-**	**0**	**-**	**-**	**450**
6600: Building Fund	No Program	80111: Transfer Out - General	-	125,000	-	-	-
6600: Building Fund	No Program	80221: Cost Allocation Overhead Transfer	78,183	78,183	58,638	77,845	80,716
6600: Building Fund	No Program	80231: General Insurance	145,129	135,118	101,339	10,792	9,768
6600: Building Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**223,312**	**338,301**	**159,976**	**88,637**	**90,484**
6600: Building Fund	No Program	92001: Contingency Designation	517,775	392,200	-	-	-
6600: Building Fund	**No Program**	**90000: Appropriations for Reserves and Contingencies**	**517,775**	**392,200**	**-**	**-**	**-**
6600: Building Fund	**No Program**	**Expense: Total Expenses**	**1,813,403**	**1,725,760**	**837,104**	**324,984**	**876,248**
6600: Building Fund	**No Program**	**MPC_Net Balance**	**(616,111)**	**0**	**(167,678)**	**719,872**	**212,163**
Total Funds	**Total Program**	**MPC_Net Balance**	**(616,111)**	**0**	**(167,678)**	**719,872**	**212,163**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Planning **Budget Unit #: 249**

Program Description:

The Planning Department provides administrative support to the Planning Commission and Board of Supervisors (BOS) in the performance of their quasi-judicial and legislative functions in the areas of administration of the General Plan and application of land use and development regulations. In addition to handling normal planning functions and project review, the Department is responsible for environmental review procedures under the California Environmental Quality Act (CEQA). The Department also performs Community Design and Development Planning work for special County projects. Budget Unit 249 reflects the cost of operation for the Planning Department and Commission functions.

Planning also provides Geographic Information System (GIS) services to all county agencies and departments. The GIS program includes a wide range of support functions through the system that creates, manages, analyzes, and maps all types of data. The GIS helps improve efficiency and informs decision making. Services are widely varied from simple site plan maps to complex support data and mapping services for emergency operations. The GIS portion of Planning funding is tracked under Budget Unit 250.

Accomplishments:

- Continued work with consultant on Development Code Update, to implement General Plan and State laws
- Adopted the Integrated Mobility and Housing Strategy, which identifies opportunities to provide new housing, including workforce housing for Yosemite employees, in the Town of Mariposa, and to connect those new housing communities with employment in the park via new mobility projects. Funded with a $230,000 grant from the Caltrans Sustainable Communities grant program, staff began implementing the adopted plan's recommendations
- Commenced work on the implementation of the Phase III segment of the Mariposa Creek Parkway. Funded by a $4,000,000 grant from the Caltrans Active Transportation Program, the project has completed its environmental review under CEQA and is progressing to 60% design
- Continued work on the Mariposa Creek Parkway Phase IV Special Plan, which is funded by a $460,000 grant from the Caltrans Sustainable Communities grant program. The project relies on extensive community engagement to articulate and provide the technical underpinnings of a context-sensitive neighborhood in the Phase IV segment of the Parkway
- Received a $496,000 grant from the Sierra Nevada Conservancy's Vibrant Recreation and Tourism grant to design and permit recreational trails that serve resiliency objectives on the hillside in the Phase III segment of the Mariposa Creek Parkway
- Received a $671,000 grant from the US Economic Development's American Rescue Plan Act (ARPA) grant program to design and permit a destination park and trailhead in the Phase III segment of the Mariposa Creek Parkway. The project, for which a consultant is under contract and work has begun, is a direct implementation of the Mariposa Creek Parkway Master Plan
- Received a $911,000 grant from the California Natural Resources Agency to install public access enhancements in the Phase I and Phase II segments of the Mariposa Creek Parkway, including an expansion of the ongoing riparian restoration activities in the creek corridor
- Used a $415,000 grant from the Wildlife Conservation Board for habitat restoration activities in Phases II and III of the Mariposa Creek Parkway
- Received a $432,000 grant from the California Natural Resources Agency to expand habitat restoration activities in the Phase II and III segments

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Received a $1,000,000 grant from the Clean California grant program for the Mariposa Gateway Elements project. The project, which entails two pieces of outdoor public art and two related murals in downtown Mariposa, is shaped by extensive community engagement and is a direct implementation of several recommendations of the adopted Creative Placemaking Strategy document (2021)
- Received a $75,000 grant from the National Endowment for the Arts' Our Town program for the Working Lands, Working Artists project, which uses art to support and enhance the community engagement components of the Agriculture and Working Lands Conservation Plan. Consultants are under contract with initial work anticipated to debut in summer 2023
- Adopted the Merced River Trail Vision Plan, which distills four years of intensive community planning, engagement, and the work of the Merced River Trail Community Working Group into a multidisciplinary plan for implementing the community's aspirations. Work will begin implementing the plan's recommendations for the trail, which would go from Bagby to Crane Flat campground in Yosemite, primarily following the historic Yosemite Valley Railroad grade, in spring 2023
- Completed required General Plan Annual Review for 2022
- Worked cooperatively with other departments to complete the inspections and certificates of occupancy issued for housing projects (42-unit affordable Creekside Terrace apartment complex and acquisition/rehabilitation of Mariposa Oaks). Completed Mariposa Oaks project. Completed Creekside Terrace and allowed occupancy. Worked on similar use determination for employee housing at White Chief Mountain Lodge in Fish Camp
- Completed processing of the Wildhaven Yosemite Resort project Commercial-Industrial Manufacturing (CIM) Plan
- Worked cooperatively with other departments regarding code compliance cases, including illegal cannabis compliance and eradication program
- Worked as staff support for the Code Compliance Advisory Committee (CCAC). The BOS appointed 9 members. Developed CCAC education program and continued the two meeting per month schedule which started in November 2021. Presented findings to the (BOS) on workplan for code changes, education and outreach, and proactive compliance procedures and programs
- Worked cooperatively with County Fire and Mariposa County Fire Advisory Committee (MCFAC) on continued implementation of the Countywide Comprehensive Wildfire Protection Plan (CCWPP) approved by the BOS February 2021. Developed a Community Plan template
- Completed processing of code amendments for special event venues
- Implemented the $100,000 grant to determine Greenhouse Gas (GHG) carbon sequestration values of County's agricultural lands, and to model GHG reduction strategies countywide (TerraCount Project). Completed baseline reference data and established a modelling scenario methodology. Provided project final presentation and report to the BOS March 2023
- Implemented a $245,000 grant to develop the Mariposa County Agricultural Working Landscape Conservation Plan (Sustainable Ag Lands Conservation program). Project reliant on TerraCount data; draft strategy underway and preparations for the core team and community engagement being prepared Project deadline December 2023
- Completed the Planning Advisory Committee (PAC) process to amend the draft Midpines Community Plan based on BOS input. Presented the draft plan to BOS in February 2022; initiated formal processing of the plan. CEQA document to be prepared through formal public process in 2023
- Completed processing of an application for an amended design for the Brown Bear Lodge and Yosemite Conference Center. Processed amended plan and working with applicant team for building and grading permit implementation.
- Completed pre-application reviews for a Terramor and Kampgrounds of America (KOA) Project, including agreement to pay for JB Anderson Land Use Planning services

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Completed pre-application review with the Whispering Pines project
- Advanced the General Plan Zoning Amendment and CEQA review for Scenic Wonders project in Yosemite West. Expected completion 2023
- Served as the lead on team evaluation and selection of Permitting Software technology. Selected Tyler Technologies software and completed contracting. Implementation is continuing, including training, creation of permit process flows, and input of data into the system as of April 2023
- Filled vacant positions in the Department Community Design Development Planner Series, promoting an employee to Senior Community Design and Development Planner and filling the Community Design Development Planner I position. Created a draft of the Code Compliance position series for review in 2023. Hired a Code Compliance Technician Planner I, an Office Technician, and a Planner II (as underfill for Senior Planner). Began recruiting for Deputy Director and GIS Technician. Requested and received an allocation for Planning Development Services Technician
- Received numerous awards for Community Design and Development projects, including a prestigious award of honor from the Northern California Chapter of the American Society of Landscape Architects for the Creative Placemaking Strategy, a merit award from the American Planning Association's Small Town and Rural Planning division for the Recreation and Resiliency Plan, and an award from the Central California chapter of the American Planning Association for the Merced River Trail Vision Plan
- Hired a professional services consultant and commenced work on preparation of Municipal Services Review (MSR) for Mariposa Public Utility District (MPUD), and project to expand the MPUD sphere of influence to be coterminous with the expanded Mariposa Planning Area pursuant to the 2006 General Plan and to expand the MPUD service area boundary to be coterminous with the current Mariposa Planning Area boundaries. Project completed in Fall of 2022.
- Continue the work on dissolution of County Service Area (CSA) 2W (for Wawona) and CSA 3 (for Fire Protection)
- Conducted LAFCo Training series and LAFCo Education and outreach media program, including web page and social media where appropriate

Goals and Objectives for Fiscal Year:

- Continue work on housing programs implementation. Prepare 2024 Housing element update
- Prepare for 2026 General Plan Update
- Complete processing of the Midpines Community Plan, including environmental review and public hearings
- Make substantial progress and possibly complete Development Code Updates to implement General Plan and state laws
- Continue to implement the recommendations of the Mariposa Creek Parkway Master Plan, including grant-funded projects like the Phase III Hillside Trails planning and design, Phase II Trailhead and Destination planning and design, Phase III construction, Phase III restoration, and Phase I and II restoration and access enhancements projects
- Work with Merced River Trail (MRT) Working Group to implement the recommendations of the adopted Merced River Trail Vision Plan (MRT Plan)
- Continue to seek funding for Mariposa Creek Parkway, Merced River Trail, and Fire Adaptation Planning work

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

- Continue to work with the Creative Placemaking Strategy Advisory Committee (CPSAC) to implement the recommendations of the adopted Creative Placemaking Strategy, including through staff actions and grant-supported work, such as the Mariposa Gateway Elements and Working Lands, Working Artists projects
- Complete development of the Mariposa Creek Parkway Phase IV Special Plan, and initiate implementation of its recommendations
- Work on the implementation of the adopted Integrated Mobility and Housing Strategy (IMHS)
- Continue to implement the recommendations of the Mariposa County Recreation and Resiliency Plan
- Integrate the TerraCount grant-funded project carbon modeling tool on the Sustainable Agricultural Lands Conservation (SALC) grant-funded project
- Continue working with the Code Compliance Advisory Committee to develop recommendations for an effective code compliance code and programs which may include innovative public policy and programs that address residents' needs while also mitigating violation strategies
- Continue working on system integrations and automation between MegaByte, GIS and Office 365/Sharepoint, Enterprise Resource Planning (ERP), and Tyler Development Permitting Software
- Continue work with Tyler Technologies for Development Permitting software including outreach and community engagement within the implementation project tasks. Add the Environmental Health Module to the work program
- Continue to support emergency response and evacuation GIS applications
- Move forward the Development Services education, outreach, and engagement Web page, social media, and education and engagement program for all Development Services Functions. Continue to work with the Public Information Officer (PIO) in this regard
- Move forward with Development Services collaboration and coordination with Planning, Building and Environmental Health. Evaluate potential for functional service area rearrangements in conjunction with Tyler Software Project and mutually beneficial interdepartmental coordination of workflows. Work together for permitting, education, and outreach program
- Advance the workplans of the CCAC and the Historic Sites and Records Preservation Commission (HSRPC) for policies and code updates as needed

Other Department Funds

3370 LAFCo

The Mariposa County Local Agency Formation Commission (LAFCo) reviews and approves changes in local agency organizations; conducts special studies to review ways to reorganize, simplify, and streamline government structure; and prepares Spheres of Influence (SOI) studies for each special district within the County. The responsibilities are mandated by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Section 56000 et seq., California Government Code). The Planning Director serves as the LAFCO Executive Officer.

3460 Creative Placemaking MPSA

This grant is complete, and the fund is closed. Government accounting rules require that we continue to report on it for two years.

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3488 TerraCount
The TerraCount Grant of $100,000 is from the Department of Conservation Working Lands and Riparian Corridors Program, Local and Regional Planning Projects. The grant award is for the Creation of a Mariposa County TerraCount tool to be used for greenhouse gas and carbon stock baseline and outputs model to assist in County planning efforts. Funds are for the contractor, Tukman Geospatial. The County in-kind (staff time) commitment is $12,289 ($112,289 total for grant project with County in-kind staff contribution). Project work is completed; final reports being are prepared as of April 2023. The TerraCount tool will be used with the SALC project and other land use scenario carbon estimate creations. The fund will sunset by summer 2023.

3489 SALC Sustainable Agricultural Lands Conservation Program
The Sustainable Agricultural Lands Conservation Program Grant Award for $245,639 is from the California Strategic Growth Council, Administered by Department of Conservation. The grant award is for the creation of the Mariposa County Agriculture and Working Landscape Conservation Plan. Funds are budgeted for some County staff time, partners, consultant contracts and operating expenses. The Grant Term was extended to December of 2023, as data from the TerraCount project is necessary to develop the program. The total grant project is $277,068 including matching funds. County in-kind match is $26,455 (Planning staff time $25,000 and Ag Commissioner staff time $1,455) and partner Sierra Foothill Conservancy in-kind match is $4,974. Expected completion in late 2023 to early 2024.

3498 Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant
This project, which is a direct implementation of both the Mariposa Creek Parkway Master Plan and the Recreation and Resiliency Plan, will result in shovel-ready recreational trails between Highway 140 and the Phase III segment of the Mariposa Creek Parkway that contribute to wildfire risk reduction objectives. The County has been awarded $496,800 from the Sierra Nevada Conservancy's Vibrant Recreation and Tourism grant and anticipates contracting with a consultant team led by WRT to complete this scope of work. There is no required local match.

3544 Out Town Grant
This grant, which is for $75,000 and entails an in-kind staff time match of $75,000 from Mariposa County and the Mariposa County Arts Council, funds the Working Lands, Working Artists project. This creative placemaking project is a direct implementation of the adopted Creative Placemaking Strategy, through which local artists will create new public art that responds to/engages with the feedback provided during the stakeholder engagement phase of the above referenced SALC-funded project.

3618 Yosemite KOA - Planning
This is funded by the applicant, Kampgrounds of America, Inc., for the proposed Yosemite KOA recreational vehicle resort project. Funding is received through an agreement to pay for processing of land use applications through contracted land use planning services. The date for final project work is dependent upon when the applicant's team submits use entitlement applications, but the funding is expected to be used through 2024 and possibly into 2025.

3619 Terramor Outdoor Resort - Planning
This is funded by the applicant, Kampgrounds of America, Inc., for the proposed Tarramor outdoor resort project. Funding is received through an agreement for processing of land use applications through contracted land use planning services. The date for final project work is dependent upon when the applicant's team submits use entitlement applications, but the funding is expected to be used through 2024 and possibly into 2025.

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5527 Mariposa Creek Parkway Restoration
This is the first of three grants the County has received to conduct riparian restoration activities in the Mariposa Creek corridor. Awarded from the Wildlife Conservation Board's riparian restoration grant program, the grant is for $415,000 and includes invasive species removal, native plant revegetation, and significant environmental monitoring activities. The County has an agreement with the Sierra Foothills Conservancy to do this work, which has been underway since February 2021. This is a direct implementation of the recommendations of the Mariposa Creek Parkway Master Plan. The project includes an in-kind match of $32,000.

5539 Mariposa Creek Parkway Phase III Trailhead
Funded by a grant for $671,500 from one of the US Economic Development's ARPA grant program, this project implements the recommendations of the Mariposa Creek Parkway Master Plan by making shovel-ready a trailhead and destination park on the north side of the Phase III segment of the Mariposa Creek Parkway. The County has hired a consultant team led by WRT to conduct this scope of work, which has been underway since May 2022. There is an in-kind match of $40,000 of staff time, in addition to $140,000 in leverage provided by existing County grants.

5540 Downtown Gateway Elements
This project is funded by a $1,000,000 grant from Caltrans' Clean California grant program, and it entails the construction of two gateway features and corresponding murals in downtown Mariposa. The County has contracted with Atlas Lab to lead the design of these elements, with support from Bay area muralist Ink Dwell and the Mariposa County Arts Council. This project is a direct implementation of several of the recommendations of the adopted Creative Placemaking Strategy, and does not include a local match.

5541 Land Management Permitting Software
This project was funded by the BOS for the deployment of what is effectively the second part of the ERP implementation, specifically for the Development Services permitting software system replacement for an outdated system. Funding of the project implementation and then ongoing costs would be incurred on a user license fee basis by departments participating. Planning is the lead on the project implementation and therefore the budget group was selected by Administration for the project.

Requested Changes:

Increase General Professional Services expenditure for a legal services contract for large planning projects.

Increase Extra Help funding for assistance from former Planning Department Director.

Positions are fully funded this year, an increase from FY23's vacancies and new position not added until midyear.

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Planning has received two additional grants not yet presented to the BOS for contract approval. Fund numbers have not been assigned and the grants are not yet reflected in the budget:

XXXX Mariposa Creek Parkway Phase I + II Restoration and Public Access Enhancements
This project is funded by a $911,000 grant from the California Natural Resource Agency's Urban Greening grant program, and entails planning, design, and implementation of riparian restoration activities and public access enhancements, such as soft paths, interpretive elements, and other amenities, in the Phase I and II segments of the Mariposa Creek Parkway—all of which directly implement recommendations from the Mariposa Creek Parkway Master Plan. Substantial work is anticipated to commence in FY 2023/2024.

XXXX Mariposa Creek Parkway Phase III Restoration
This project is funded by a $432,000 grant from the California Natural Resource Agency's Environmental Enhancement and Mitigation grant program, and it expands the riparian restoration activities currently underway in the Phase III segment of the Mariposa Creek Parkway. Substantial work is anticipated to commence in FY 2023/2024, and there is no local match required.

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Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	47211: Permitting System	60,000	55,000	46,171	60,111	57
1001: General Fund	No Program	47212: Planning Fees	117,000	105,000	89,656	151,476	112
1001: General Fund	**No Program**	**47200: Development Services Fees**	**177,000**	**160,000**	**135,827**	**211,587**	**169**
1001: General Fund	**No Program**	**47000: Fees For Services**	**177,000**	**160,000**	**135,827**	**211,587**	**169**
1001: General Fund	No Program	48189: Miscellaneous Revenue Account	-	-	-	366	
1001: General Fund	**No Program**	**48180: Miscellaneous Revenue Category**	**-**	**-**	**-**	**366**	
1001: General Fund	**No Program**	**48000: Miscellaneous Revenue**	**-**	**-**	**-**	**366**	
1001: General Fund	No Program	49101: Transfer In - General	-	125,000	-	-	
1001: General Fund	**No Program**	**49000: Transfer In**	**-**	**125,000**	**-**	**-**	
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**177,000**	**285,000**	**135,827**	**211,953**	**169**
1001: General Fund	No Program	51111: Regular salaries and wages	897,175	915,773	568,690	777,692	861
1001: General Fund	No Program	51112: Extra Help	50,000	35,000	35,721	63,815	37
1001: General Fund	No Program	51115: Overtime	-	-	6,085	6,508	
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	-	-	1,252	409	
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**947,175**	**950,773**	**611,748**	**848,424**	**899**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**128,595**	**7,389**	**1,107**	**1**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**362,346**	**518,394**	**439,825**	**501,089**	**460**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**1,309,521**	**1,597,762**	**1,058,962**	**1,350,620**	**1,361**
1001: General Fund	No Program	60102: Food	-	-	-	194	
1001: General Fund	No Program	60106: Employment Qualification Testing	250	-	173	-	
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**250**	**-**	**173**	**194**	
1001: General Fund	No Program	60111: Training and Seminars	8,000	10,840	1,570	4,593	
1001: General Fund	**No Program**	**60110: Training**	**8,000**	**10,840**	**1,570**	**4,593**	
1001: General Fund	No Program	60121: Meals	1,000	-	532	-	
1001: General Fund	No Program	60122: Lodging	4,000	-	2,700	-	
1001: General Fund	No Program	60123: Mileage	500	1,100	-	21	
1001: General Fund	No Program	60124: Transportation - Employee	2,000	-	1,506	1,324	
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**7,500**	**1,100**	**4,738**	**1,344**	
1001: General Fund	No Program	60153: Special Departmental Supplies	360	360	42	277	
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**360**	**360**	**42**	**277**	
1001: General Fund	No Program	60181: Medical and Laboratory Expenses	-	-	-	93	
1001: General Fund	No Program	60191: Memberships	2,600	2,600	1,623	2,660	1
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	-	595	
1001: General Fund	No Program	60211: Copy Machine Expense	8,000	11,000	5,877	11,795	10
1001: General Fund	No Program	60213: Office Supplies	7,000	6,800	6,509	7,705	6
1001: General Fund	No Program	60216: Storage - File, Furniture, and Equipment	4,440	4,440	2,653	5,195	3
1001: General Fund	**No Program**	**60210: Office Expense**	**19,440**	**22,240**	**15,039**	**24,694**	**20**

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Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60261: Unemployment Insurance	-	-	-	-	6
1001: General Fund	**No Program**	**60230: Insurance**	**-**	**-**	**-**	**-**	**6**
1001: General Fund	No Program	60301: General Professional Services	75,000	58,000	-	72,918	109
1001: General Fund	**No Program**	**60300: Professional Services**	**75,000**	**58,000**	**-**	**72,918**	**109**
1001: General Fund	No Program	60371: Bank Fees	-	-	30	15	
1001: General Fund	**No Program**	**60370: Bank and Investment Fees**	**-**	**-**	**30**	**15**	
1001: General Fund	No Program	60381: Publications and Legal Notices	12,000	11,920	6,741	10,665	10
1001: General Fund	No Program	60411: Telephone and Internet	3,100	3,000	2,557	2,924	2
1001: General Fund	**No Program**	**60410: Utilities**	**3,100**	**3,000**	**2,557**	**2,924**	**2**
1001: General Fund	No Program	60431: Software	50,602	50,602	16,291	19,729	30
1001: General Fund	No Program	60441: Fuel	2,255	2,255	1,028	1,327	
1001: General Fund	No Program	60509: Client - Advisory Board and Commission Expenses	5,000	5,000	2,459	3,755	4
1001: General Fund	No Program	60521: Client - Education	-	-	-	200	
1001: General Fund	**No Program**	**60500: Community Services**	**5,000**	**5,000**	**2,459**	**3,955**	**4**
1001: General Fund	No Program	60621: County Vehicle Expense	5,000	5,920	1,649	4,028	3
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**5,000**	**5,920**	**1,649**	**4,028**	**3**
1001: General Fund	**No Program**	**60000: Operating Expense**	**191,107**	**173,837**	**53,940**	**150,011**	**191**
1001: General Fund	No Program	80231: General Insurance	174,710	157,997	118,498	161,402	114
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**174,710**	**157,997**	**118,498**	**161,402**	**114**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**1,675,338**	**1,929,596**	**1,231,400**	**1,662,032**	**1,667**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(1,498,338)**	**(1,644,596)**	**(1,095,574)**	**(1,450,080)**	**(1,497**
3370: LAFCO Fund	No Program	44201: Interest From Investments	100	-	117	100	
3370: LAFCO Fund	**No Program**	**44200: Investment Interest**	**100**	**-**	**117**	**100**	
3370: LAFCO Fund	**No Program**	**44000: Interest**	**100**	**-**	**117**	**100**	
3370: LAFCO Fund	No Program	49101: Transfer In - General	-	-	-	62,856	
3370: LAFCO Fund	**No Program**	**49000: Transfer In**	**-**	**-**	**-**	**62,856**	
3370: LAFCO Fund	**No Program**	**49999: Beginning Fund Balance**	**10,033**	**18,640**	**-**	**-**	
3370: LAFCO Fund	**No Program**	**Revenue: Total Revenues**	**10,133**	**18,640**	**117**	**62,956**	
3370: LAFCO Fund	No Program	60111: Training and Seminars	2,000	0	-	-	
3370: LAFCO Fund	**No Program**	**60110: Training**	**2,000**	**0**	**-**	**-**	
3370: LAFCO Fund	No Program	60191: Memberships	1,400	1,140	1,309	1,248	1
3370: LAFCO Fund	No Program	60301: General Professional Services	-	0	7,298	68,701	
3370: LAFCO Fund	**No Program**	**60300: Professional Services**	**-**	**0**	**7,298**	**68,701**	
3370: LAFCO Fund	No Program	60381: Publications and Legal Notices	100	500	-	664	
3370: LAFCO Fund	**No Program**	**60000: Operating Expense**	**3,500**	**1,640**	**8,607**	**70,613**	**1**
3370: LAFCO Fund	No Program	80111: Transfer Out - General	-	17,000	-	-	
3370: LAFCO Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**-**	**17,000**	**-**	**-**	
3370: LAFCO Fund	**No Program**	**Expense: Total Expenses**	**3,500**	**18,640**	**8,607**	**70,613**	**1**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3370: LAFCO Fund	**No Program**	**MPC_Net Balance**	**6,633**	**0**	**(8,490)**	**(7,657)**	**(1**
3460: Creative Placemaking MPSA	No Program	46162: Creative Placemaking - Federal	-	-	6,000	-	31
3460: Creative Placemaking MPSA	**No Program**	**46160: Federal Revenue - Other**	**-**	**-**	**6,000**	**-**	**31**
3460: Creative Placemaking MPSA	**No Program**	**46000: Federal Revenue**	**-**	**-**	**6,000**	**-**	**31**
3460: Creative Placemaking MPSA	**No Program**	**Revenue: Total Revenues**	**-**	**-**	**6,000**	**-**	**31**
3460: Creative Placemaking MPSA	No Program	60301: General Professional Services	-	-	-	-	31
3460: Creative Placemaking MPSA	**No Program**	**60300: Professional Services**	**-**	**-**	**-**	**-**	**31**
3460: Creative Placemaking MPSA	**No Program**	**60000: Operating Expense**	**-**	**-**	**-**	**-**	**31**
3460: Creative Placemaking MPSA	**No Program**	**Expense: Total Expenses**	**-**	**-**	**-**	**-**	**31**
3460: Creative Placemaking MPSA	**No Program**	**MPC_Net Balance**	**-**	**-**	**6,000**	**-**	
3488: Terra Count	No Program	44201: Interest From Investments	-	-	43	10	
3488: Terra Count	**No Program**	**44200: Investment Interest**	**-**	**-**	**43**	**10**	
3488: Terra Count	**No Program**	**44000: Interest**	**-**	**-**	**43**	**10**	
3488: Terra Count	No Program	45549: TERRA Count - State	52,322	89,912	37,590	10,088	9
3488: Terra Count	**No Program**	**45540: State Revenue - Other Revenue**	**52,322**	**89,912**	**37,590**	**10,088**	**9**
3488: Terra Count	**No Program**	**45000: State Revenue**	**52,322**	**89,912**	**37,590**	**10,088**	**9**
3488: Terra Count	**No Program**	**49999: Beginning Fund Balance**	**(52,322)**	**11**	**-**	**-**	
3488: Terra Count	**No Program**	**Revenue: Total Revenues**	**0**	**89,923**	**37,633**	**10,098**	**9**
3488: Terra Count	No Program	60301: General Professional Services	-	89,923	24,130	-	9
3488: Terra Count	**No Program**	**60300: Professional Services**	**-**	**89,923**	**24,130**	**-**	**9**
3488: Terra Count	**No Program**	**60000: Operating Expense**	**-**	**89,923**	**24,130**	**-**	**9**
3488: Terra Count	**No Program**	**Expense: Total Expenses**	**-**	**89,923**	**24,130**	**-**	**9**
3488: Terra Count	**No Program**	**MPC_Net Balance**	**0**	**0**	**13,503**	**10,098**	
3489: SALC Program Fund	No Program	45549: TERRA Count - State	-	-	24,130	-	
3489: SALC Program Fund	No Program	45551: SALC Grant - State	184,800	257,921	48,991	-	
3489: SALC Program Fund	**No Program**	**45540: State Revenue - Other Revenue**	**184,800**	**257,921**	**73,121**	**-**	
3489: SALC Program Fund	**No Program**	**45000: State Revenue**	**184,800**	**257,921**	**73,121**	**-**	
3489: SALC Program Fund	**No Program**	**49999: Beginning Fund Balance**	**48,886**	**-**	**-**	**-**	
3489: SALC Program Fund	**No Program**	**Revenue: Total Revenues**	**233,686**	**257,921**	**73,121**	**-**	
3489: SALC Program Fund	No Program	60301: General Professional Services	233,686	257,921	24,235	-	
3489: SALC Program Fund	**No Program**	**60300: Professional Services**	**233,686**	**257,921**	**24,235**	**-**	
3489: SALC Program Fund	**No Program**	**60000: Operating Expense**	**233,686**	**257,921**	**24,235**	**-**	
3489: SALC Program Fund	**No Program**	**Expense: Total Expenses**	**233,686**	**257,921**	**24,235**	**-**	
3489: SALC Program Fund	**No Program**	**MPC_Net Balance**	**0**	**0**	**48,886**	**-**	
3544: Our Town Federal Grant	No Program	46165: Our Town Grant - Federal	69,000	75,000	6,000	-	
3544: Our Town Federal Grant	**No Program**	**46160: Federal Revenue - Other**	**69,000**	**75,000**	**6,000**	**-**	
3544: Our Town Federal Grant	**No Program**	**46000: Federal Revenue**	**69,000**	**75,000**	**6,000**	**-**	
3544: Our Town Federal Grant	**No Program**	**Revenue: Total Revenues**	**69,000**	**75,000**	**6,000**	**-**	

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Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
3544: Our Town Federal Grant	No Program	60301: General Professional Services	69,000	75,000	6,000	-	
3544: Our Town Federal Grant	**No Program**	**60300: Professional Services**	**69,000**	**75,000**	**6,000**	**-**	
3544: Our Town Federal Grant	**No Program**	**60000: Operating Expense**	**69,000**	**75,000**	**6,000**	**-**	
3544: Our Town Federal Grant	**No Program**	**Expense: Total Expenses**	**69,000**	**75,000**	**6,000**	**-**	
3544: Our Town Federal Grant	**No Program**	**MPC_Net Balance**	**0**	**0**	**0**	**-**	
3618: Yosemite KOA - Planning	No Program	47212: Planning Fees	85,662	97,266	11,604	-	
3618: Yosemite KOA - Planning	**No Program**	**47200: Development Services Fees**	**85,662**	**97,266**	**11,604**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**47000: Fees For Services**	**85,662**	**97,266**	**11,604**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**49999: Beginning Fund Balance**	**5,345**	**-**	**-**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**Revenue: Total Revenues**	**91,007**	**97,266**	**11,604**	**-**	
3618: Yosemite KOA - Planning	No Program	60201: Miscellaneous Expense	-	1,684	-	-	
3618: Yosemite KOA - Planning	No Program	60301: General Professional Services	91,007	95,582	7,452	-	
3618: Yosemite KOA - Planning	**No Program**	**60300: Professional Services**	**91,007**	**95,582**	**7,452**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**60000: Operating Expense**	**91,007**	**97,266**	**7,452**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**Expense: Total Expenses**	**91,007**	**97,266**	**7,452**	**-**	
3618: Yosemite KOA - Planning	**No Program**	**MPC_Net Balance**	**0**	**0**	**4,152**	**-**	
3619: Terramor Outdoor Resort - Planning	No Program	47212: Planning Fees	97,266	97,266	-	-	
3619: Terramor Outdoor Resort - Planning	**No Program**	**47200: Development Services Fees**	**97,266**	**97,266**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**47000: Fees For Services**	**97,266**	**97,266**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**49999: Beginning Fund Balance**	**4,751**	**-**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**Revenue: Total Revenues**	**102,017**	**97,266**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	No Program	51112: Extra Help	1,684	1,684	-	-	
3619: Terramor Outdoor Resort - Planning	**No Program**	**51100: Salaries and Wages**	**1,684**	**1,684**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**52000: Other Employment Benefits**	**24**	**24**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**50000: Salaries and Benefits**	**1,708**	**1,708**	**-**	**-**	
3619: Terramor Outdoor Resort - Planning	No Program	60201: Miscellaneous Expense	-	0	-	-	
3619: Terramor Outdoor Resort - Planning	No Program	60301: General Professional Services	100,309	95,582	(4,069)	-	
3619: Terramor Outdoor Resort - Planning	**No Program**	**60300: Professional Services**	**100,309**	**95,582**	**(4,069)**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**60000: Operating Expense**	**100,309**	**95,582**	**(4,069)**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**Expense: Total Expenses**	**102,017**	**97,290**	**(4,069)**	**-**	
3619: Terramor Outdoor Resort - Planning	**No Program**	**MPC_Net Balance**	**0**	**(24)**	**4,069**	**-**	
5527: Mpsa Creek Prkwy Restore	No Program	45063: State Grant Revenue - State	-	-	-	131,393	
5527: Mpsa Creek Prkwy Restore	**No Program**	**45040: State Revenue - Public Assistance Programs**	**-**	**-**	**-**	**131,393**	
5527: Mpsa Creek Prkwy Restore	No Program	45547: One-Time State Grants - State	396,625	396,625	-	11,470	
5527: Mpsa Creek Prkwy Restore	**No Program**	**45540: State Revenue - Other Revenue**	**396,625**	**396,625**	**-**	**11,470**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**45000: State Revenue**	**396,625**	**396,625**	**-**	**142,863**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**49999: Beginning Fund Balance**	**(15,593)**	**(15,593)**	**-**	**-**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**Revenue: Total Revenues**	**381,032**	**381,032**	**-**	**142,863**	

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Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
5527: Mpsa Creek Prkwy Restore	No Program	60301: General Professional Services	381,032	381,032	-	158,456	
5527: Mpsa Creek Prkwy Restore	**No Program**	**60300: Professional Services**	**381,032**	**381,032**	**-**	**158,456**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**60000: Operating Expense**	**381,032**	**381,032**	**-**	**158,456**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**Expense: Total Expenses**	**381,032**	**381,032**	**-**	**158,456**	
5527: Mpsa Creek Prkwy Restore	**No Program**	**MPC_Net Balance**	**0**	**0**	**-**	**(15,592)**	
5539: Mariposa Creek Parkway Phase III Trailhead	No Program	46165: Our Town Grant - Federal	640,028	671,500	-	-	
5539: Mariposa Creek Parkway Phase III Trailhead	No Program	46167: Federal Revenue - Grants	-	-	48,214	-	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**46160: Federal Revenue - Other**	**640,028**	**671,500**	**48,214**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**46000: Federal Revenue**	**640,028**	**671,500**	**48,214**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**49999: Beginning Fund Balance**	**(15,723)**	**-**	**-**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**Revenue: Total Revenues**	**624,305**	**671,500**	**48,214**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	No Program	70111: Community and Office Buildings	-	0	-	-	
5539: Mariposa Creek Parkway Phase III Trailhead	No Program	70112: Improvements	624,305	671,500	47,195	-	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**70100: Buildings and Improvements**	**624,305**	**671,500**	**47,195**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**70000: Fixed Assets**	**624,305**	**671,500**	**47,195**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**Expense: Total Expenses**	**624,305**	**671,500**	**47,195**	**-**	
5539: Mariposa Creek Parkway Phase III Trailhead	**No Program**	**MPC_Net Balance**	**0**	**0**	**1,019**	**-**	
5540: Downtown Gateway Elements	No Program	45547: One-Time State Grants - State	102,392	150,000	47,608	-	
5540: Downtown Gateway Elements	**No Program**	**45540: State Revenue - Other Revenue**	**102,392**	**150,000**	**47,608**	**-**	
5540: Downtown Gateway Elements	**No Program**	**45000: State Revenue**	**102,392**	**150,000**	**47,608**	**-**	
5540: Downtown Gateway Elements	**No Program**	**49999: Beginning Fund Balance**	**(24,131)**	**-**	**-**	**-**	
5540: Downtown Gateway Elements	**No Program**	**Revenue: Total Revenues**	**78,261**	**150,000**	**47,608**	**-**	
5540: Downtown Gateway Elements	No Program	70111: Community and Office Buildings	-	0	-	-	
5540: Downtown Gateway Elements	No Program	70112: Improvements	78,261	150,000	71,739	-	
5540: Downtown Gateway Elements	**No Program**	**70100: Buildings and Improvements**	**78,261**	**150,000**	**71,739**	**-**	
5540: Downtown Gateway Elements	**No Program**	**70000: Fixed Assets**	**78,261**	**150,000**	**71,739**	**-**	
5540: Downtown Gateway Elements	**No Program**	**Expense: Total Expenses**	**78,261**	**150,000**	**71,739**	**-**	
5540: Downtown Gateway Elements	**No Program**	**MPC_Net Balance**	**0**	**0**	**(24,131)**	**-**	
5541: Land Management Development Services Permitting Software	No Program	44201: Interest From Investments	-	-	688	-	
5541: Land Management Development Services Permitting Software	**No Program**	**44200: Investment Interest**	**-**	**-**	**688**	**-**	
5541: Land Management Development Services Permitting Software	**No Program**	**44000: Interest**	**-**	**-**	**688**	**-**	
5541: Land Management Development Services Permitting Software	No Program	48231: Debt Proceeds	-	353,457	353,457	-	
5541: Land Management Development Services Permitting Software	**No Program**	**48000: Miscellaneous Revenue**	**-**	**353,457**	**353,457**	**-**	
5541: Land Management Development Services Permitting Software	**No Program**	**49999: Beginning Fund Balance**	**353,457**	**-**	**-**	**-**	
5541: Land Management Development Services Permitting Software	**No Program**	**Revenue: Total Revenues**	**353,457**	**353,457**	**354,145**	**-**	
5541: Land Management Development Services Permitting Software	No Program	70511: Software Fixed Assets	353,457	353,457	-	-	
5541: Land Management Development Services Permitting Software	**No Program**	**70500: Other Assets**	**353,457**	**353,457**	**-**	**-**	
5541: Land Management Development Services Permitting Software	**No Program**	**70000: Fixed Assets**	**353,457**	**353,457**	**-**	**-**	

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Mariposa County

Lineitem Worksheet - 249 - Planning
Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
5541: Land Management Development Services Permitting Software	No Program	Expense: Total Expenses	353,457	353,457	-	-	
5541: Land Management Development Services Permitting Software	No Program	MPC_Net Balance	0	0	354,145	-	
Total Funds	Total Program	MPC_Net Balance	(1,491,705)	(1,644,620)	(696,420)	(1,463,230)	(1,499

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Mariposa County

Lineitem Worksheet - 250 - GIS

Revenues and Expenses:

			Budget		Actual	
			Requested	Current	Year to Date	
			2023-2024	2022-2023	2022-2023	2021-2022
Fund	**Program**	**Account**				
1001: General Fund	No Program	51111: Regular salaries and wages	241,650	169,048	124,201	121,864
1001: General Fund	No Program	51115: Overtime	-	-	704	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**241,650**	**169,048**	**124,904**	**121,864**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**84,104**	**78,317**	**74,491**	**74,864**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**325,754**	**247,365**	**199,395**	**196,727**
1001: General Fund	No Program	60111: Training and Seminars	2,000	2,000	-	-
1001: General Fund	**No Program**	**60110: Training**	**2,000**	**2,000**	**-**	**-**
1001: General Fund	No Program	60121: Meals	250	-	220	-
1001: General Fund	No Program	60122: Lodging	2,000	-	1,739	-
1001: General Fund	No Program	60123: Mileage	-	300	-	-
1001: General Fund	No Program	60124: Transportation - Employee	500	-	488	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**2,750**	**300**	**2,447**	**-**
1001: General Fund	No Program	60301: General Professional Services	27,500	-	27,500	-
1001: General Fund	**No Program**	**60300: Professional Services**	**27,500**	**-**	**27,500**	**-**
1001: General Fund	No Program	60431: Software	-	28,000	-	18,500
1001: General Fund	No Program	60441: Fuel	200	200	-	-
1001: General Fund	No Program	60621: County Vehicle Expense	225	225	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**225**	**225**	**-**	**-**
1001: General Fund	**No Program**	**60000: Operating Expense**	**32,675**	**30,725**	**29,947**	**18,500**
1001: General Fund	No Program	80231: General Insurance	4,703	-	-	-
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**4,703**	**-**	**-**	**-**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**363,132**	**278,090**	**229,342**	**215,227**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(363,132)**	**(278,090)**	**(229,340)**	**(215,227)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(363,132)**	**(278,090)**	**(229,340)**	**(215,227)**

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Library / Education **Budget Unit #: 606**

Program Description:
The Mariposa County Library System is committed to supporting lifelong learning and knowledge through self-education for all residents and visitors of Mariposa County. The Library strives to enrich the lives of all users by meeting informational, recreational, self-educational, and cultural needs of the community. Our helpful and expert staff provides information, quality service, and programs in a welcoming environment. The Mariposa County Library System provides free access to ideas and information to all citizens regardless of age, ethnic background, education, and socioeconomic level.

Accomplishments:

- Updated the website to make it more user-friendly. Established a more active social media presence
- Added many new programs, including Lunch and Learn, Tech Tuesday, monthly Jeopardy trivia, and workshops
- Held a library card designing contest to drive up our patronage and interest in the community
- Purchased microscopes to promote learning
- Received State grant for Literacy Services and English as a Second Language (ESL) Services
- Upgraded and updated our computer system with newest version of Microsoft Office and new hard drives
- Restored 3D printer and robot
- Continued our strong StoryTime program for youngsters and held a summer reading program to promote literacy
- Served as a cooling center during the summer and a disaster resource center in the aftermath of fires and storm events

Goals and Objectives for Fiscal Year:

- Continue reviewing staffing levels to make sure we are fully staffed, and then improve onboarding and training of new employees
- Better reach out to young adults and teens to increase their use of the library
- Modernize our collection with the latest titles
- Focus on staff development and training
- Use a new English as a Second Language (ESL) grant to improve adult literacy

Other Department Funds

3430 Library Private Donation
This fund was established in Fiscal Year 2010-11 to accept a donation from the Tillie Stroming Trust to the County Library. This funding is to be used to enhance the County's library and is at the discretion of the County Librarian with the approval of the Board of Supervisors.

Requested Changes:
Increase utilities funding to accommodate additional open hours.

Increase regular salaries and wages expenditures as staffing and services return to pre-Covid levels.

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Organization: Library / Education **Budget Unit #: 606**

Decrease the budgeted amount for special departmental supplies, the primary spending category for literacy grant funding not spent in previous years that had rolled over into FY23 for increased spending that year.

Recommended Changes:
tbd

Final Budget Changes:
tbd

Attachment: FY24 Requested Budget 5.2.23 Meeting (14040 : Requested Fiscal Year 2023-24 (FY24)

Mariposa County

Lineitem Worksheet - 606 - Library
Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
Fund	Program	Account					
1001: General Fund	No Program	45322: Library Grants - State	41,514	46,000	38,840	35,611	-
1001: General Fund	**No Program**	**45320: State Revenue - Library**	**41,514**	**46,000**	**38,840**	**35,611**	**-**
1001: General Fund	**No Program**	**45000: State Revenue**	**41,514**	**46,000**	**38,840**	**35,611**	**-**
1001: General Fund	No Program	47353: Drug Test Fees	-	-	-	(28)	-
1001: General Fund	**No Program**	**47350: Public Safety Services Fees**	**-**	**-**	**-**	**(28)**	**-**
1001: General Fund	No Program	47381: Library Fines And Fees	6,000	6,000	5,924	3,393	1,336
1001: General Fund	**No Program**	**47000: Fees For Services**	**6,000**	**6,000**	**5,924**	**3,366**	**1,336**
1001: General Fund	No Program	48121: Donations	-	2,500	-	-	26,637
1001: General Fund	**No Program**	**48000: Miscellaneous Revenue**	**-**	**2,500**	**-**	**-**	**26,637**
1001: General Fund	**No Program**	**Revenue: Total Revenues**	**47,514**	**54,500**	**44,764**	**38,977**	**27,973**
1001: General Fund	No Program	51111: Regular salaries and wages	307,207	251,005	118,727	203,480	201,908
1001: General Fund	No Program	51112: Extra Help	140,000	120,000	103,078	127,308	41,824
1001: General Fund	No Program	51115: Overtime	5,000	-	5,527	1,632	-
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	5,000	-	5,462	102	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**457,207**	**371,005**	**232,794**	**332,522**	**243,732**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**150,841**	**154,357**	**135,312**	**143,897**	**136,960**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**608,048**	**525,362**	**368,107**	**476,419**	**380,692**
1001: General Fund	No Program	60106: Employment Qualification Testing	-	-	83	28	-
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**-**	**-**	**83**	**28**	**-**
1001: General Fund	No Program	60111: Training and Seminars	1,000	1,000	-	-	-
1001: General Fund	**No Program**	**60110: Training**	**1,000**	**1,000**	**-**	**-**	**-**
1001: General Fund	No Program	60123: Mileage	1,000	1,000	115	-	-
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**1,000**	**1,000**	**115**	**-**	**-**
1001: General Fund	No Program	60131: Maintenance - Equipment	-	1,000	-	400	-
1001: General Fund	No Program	60132: Maintenance - Buildings and Improvements	-	1,000	-	1,390	-
1001: General Fund	**No Program**	**60130: Maintenance**	**-**	**2,000**	**-**	**1,790**	**-**
1001: General Fund	No Program	60153: Special Departmental Supplies	50,000	60,634	30,174	22,239	23,335
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**50,000**	**60,634**	**30,174**	**22,239**	**23,335**
1001: General Fund	No Program	60191: Memberships	500	500	23	344	218

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Mariposa County

Lineitem Worksheet - 606 - Library

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	No Program	60201: Miscellaneous Expense	-	-	385	3,846	4,802
1001: General Fund	No Program	60213: Office Supplies	7,500	6,000	1,278	7,806	2,262
1001: General Fund	No Program	60214: Postage	3,000	5,000	516	1,448	1,973
1001: General Fund	**No Program**	**60210: Office Expense**	**10,500**	**11,000**	**1,794**	**9,254**	**4,235**
1001: General Fund	No Program	60301: General Professional Services	-	-	83,690	66,764	16,935
1001: General Fund	No Program	60317: Library Services	100,000	120,000	1,466	2,398	88,810
1001: General Fund	**No Program**	**60300: Professional Services**	**100,000**	**120,000**	**85,156**	**69,162**	**105,745**
1001: General Fund	No Program	60392: Rents and Leases - Buildings	-	-	-	388	-
1001: General Fund	**No Program**	**60390: Rents and Leases**	**-**	**-**	**-**	**388**	**-**
1001: General Fund	No Program	60411: Telephone and Internet	10,000	10,000	9,175	46,118	9,976
1001: General Fund	No Program	60412: Propane	3,000	3,000	980	1,884	-
1001: General Fund	No Program	60413: Water and Sewer	8,000	6,000	6,742	6,994	-
1001: General Fund	No Program	60414: Electricity	26,000	20,000	22,349	18,929	24,212
1001: General Fund	No Program	60415: Garbage Disposal	-	-	290	193	-
1001: General Fund	**No Program**	**60410: Utilities**	**47,000**	**39,000**	**39,536**	**74,118**	**34,188**
1001: General Fund	No Program	60421: Equipment	-	4,500	-	-	2,725
1001: General Fund	No Program	60431: Software	2,000	-	2,025	90	-
1001: General Fund	No Program	60441: Fuel	400	-	49	-	-
1001: General Fund	No Program	60521: Client - Education	2,000	-	1,095	47	-
1001: General Fund	No Program	60523: Client - Child Enrichment Activities	1,000	-	617	-	-
1001: General Fund	No Program	60533: Client - Utilities	-	-	-	97	-
1001: General Fund	**No Program**	**60530: Housing Services**	**-**	**-**	**-**	**97**	**-**
1001: General Fund	**No Program**	**60500: Community Services**	**3,000**	**-**	**1,712**	**144**	**-**
1001: General Fund	No Program	60621: County Vehicle Expense	2,000	-	363	-	-
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**2,000**	**-**	**363**	**-**	**-**
1001: General Fund	**No Program**	**60000: Operating Expense**	**217,400**	**239,634**	**161,415**	**181,403**	**175,248**
1001: General Fund	No Program	80231: General Insurance	11,932	10,755	8,067	6,373	7,512
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**11,932**	**10,755**	**8,067**	**6,373**	**7,512**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**837,380**	**775,751**	**537,588**	**664,195**	**563,452**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(789,866)**	**(721,251)**	**(492,824)**	**(625,217)**	**(535,479)**

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Mariposa County

Lineitem Worksheet - 606 - Library
Revenues and Expenses:

			Budget		Actual		
			Requested 2023-2024	Current 2022-2023	Year to Date 2022-2023	2021-2022	2020-2021
3430: Library Private Donation	No Program	44201: Interest From Investments	4,000	5,000	2,220	2,852	4,161
3430: Library Private Donation	**No Program**	**44200: Investment Interest**	**4,000**	**5,000**	**2,220**	**2,852**	**4,161**
3430: Library Private Donation	**No Program**	**44000: Interest**	**4,000**	**5,000**	**2,220**	**2,852**	**4,161**
3430: Library Private Donation	**No Program**	**49999: Beginning Fund Balance**	**371,289**	**367,289**	**-**	**-**	**-**
3430: Library Private Donation	**No Program**	**Revenue: Total Revenues**	**375,289**	**372,289**	**2,220**	**2,852**	**4,161**
3430: Library Private Donation	No Program	60201: Miscellaneous Expense	375,289	372,289	-	-	-
3430: Library Private Donation	**No Program**	**60000: Operating Expense**	**375,289**	**372,289**	**-**	**-**	**-**
3430: Library Private Donation	**No Program**	**Expense: Total Expenses**	**375,289**	**372,289**	**-**	**-**	**-**
3430: Library Private Donation	**No Program**	**MPC_Net Balance**	**0**	**0**	**2,220**	**2,853**	**4,161**
Total Funds	**Total Program**	**MPC_Net Balance**	**(789,866)**	**(721,251)**	**(490,604)**	**(622,366)**	**(531,318)**

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Organization: UC Cooperative Extension **Budget Unit #: 608**

Program Description:
The University of California Cooperative Extension (UCCE) program in Mariposa operates under a cooperative agreement between the University of California and the County of Mariposa to provide teaching, research and public service programs to County residents. The close partnership is developed to ensure that extension and educational programs are focused on addressing local issues in the areas of livestock, wildfire mitigation, field crops, horticultural crops, home gardens and orchards, safe food preservation, utilization of natural resources, and 4-H youth development. This is accomplished through research trials, experiments, workshops, seminars, social media, training and informational videos, publications, consultations, and 4-H club and afterschool activities.

The UCCE Mariposa office has a UC-funded Livestock and Natural Resources Advisor that serves as the UC County Director/Department Head. A new-UC funded Fire Advisor in now based in Mariposa. A new UC-funded Woody Biomass and Forestry Products Advisor is based in Central Sierra and serving Mariposa County. A UC-funded 4-H Advisor and Supervisor is based in Merced, and a Viticulture Advisor is based in Madera, serving Mariposa County. Our department also added two grant-funded Master Food Preserver (MFP) positions. The MFP Manager and Assistant coordinate the training of volunteers and community members on best science-based food preservation techniques. We have received approval for a Sustainable Agriculture Systems Advisor to be based in Mariposa. This is an additional advisor to serve the County in three critical areas that promote agriculture production: economic growth; climate change mitigation; and environmental sustainability.

A 4-H Coordinator is County funded and coordinates youth activities and is responsible for conducting, managing, and developing a progressive 4-H youth program in conjunction with the 4-H Advisor and Supervisor. This position also manages the adult volunteer leadership, youth members, and clubs. The Master Gardener (MG) Coordinator is a County-funded extra-help position that coordinates the training of MG volunteers, the public, and manages the MG gardener volunteer program for the County. The full-time County-funded Senior Office Assistant is responsible for all the UCCE office management and administrative duties. An Office Assistant is a County-funded part-time-extra-help position and supports the different programs with web-site updates, maintaining email lists, recording, editing, and uploading various video programs, as well as supporting the Senior Office Assistant with program administrative duties.

Overall UCCE Program Goals:

- Strengthen the relationship between UCCE, the County, and the community, and promote a better understanding of the UCCE programs within the community
- Disseminate useful, science-based information to address identified community needs and promote environmental sustainability
- Develop new, and expand current, extension educational programs in livestock, field crops, safe food preservation, horticultural crops, home gardens and orchards, utilization of natural resources, and 4-H youth development program
- Increase the UCCE footprint by applying for grants to fund strategic positions and programs

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Accomplishments:
Fire Advisor

- Held two community meetings to educate and recruit new members to the Prescribed Burn Association (PBA) -- one in Mariposa and one in Oakhurst. These events enabled us to more than double our PBA mailing list to 109 recipients. Assisted landowners with two PBA-led prescribed burns -- one in

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Ponderosa Basin and one in North Fork. These prescribed burns had 30 and 25 participants, respectively, and treated a total of 17 acres. In collaboration with the Mariposa Library, organized a wildfire preparation community meeting with representatives from the Mariposa County Fire Safe Council, the Mariposa County Resource Conservation District, CAL FIRE, the National Park Service, and the US Forest Service. A total of 20 participants were in attendance. Gave two presentations on post-fire erosion control -- one for Oak Fire survivors at the Rebuild workshop and one at the 2022 Integrated Pest Management Workshop

Livestock and Natural Resources Advisor

- Continued Livestock and Natural Resources program efforts to increase and diversify agriculture production and value-adding opportunities while ensuring sustainable management of natural resources. Researched benefits of Payment for Ecosystems Services for soil health, carbon setting and improved returns for ranching communities continues. Researched changes to ecosystem health and factors driving rangeland conversion – with the goal to reduce negative impact and improve agriculture productivity and ecosystem sustainability

Master Gardener Program

- The Master Gardener Program has provided 27 years of service to Mariposa County residents, offering more than 80,000 hours of volunteer service to the community. The Master Gardeners trained 27 new volunteers in 2022, bringing our number to 72. Their educational videos for both youth and adults on gardening topics from tomatoes to oak tree care totaled 64,513 views. Master Gardeners continued to provide a weekly radio show on KRYZ Mariposa with an average listening audience of nearly 1200 listeners/month on the radio and online. Two educational articles were produced each month and disseminated to the public via local media and online outlets as well as to our 597-person email listserv. Our very active Master Gardener Facebook page garnered 5,832 views and 616 followers this year. Our volunteers answered 358 gardening and landscaping questions at the Farmer's Market and 107 questions through our Helpline. Master Gardeners attended community outreach events, reaching 1,073 community members at the Butterfly Festival, Earth Day Festival, Heritage Rose Tours, Pow Wow, Mariposa Trails Day, Coyote Fest, and the Mariposa Farm and Ranch Tour. They received floral and horticulture entries for the fair and ran the fair building, talking with 1,281 members of the community. Our annual plant sales sold locally propagated plants to 444 members of the community. Master Gardeners directly reached 58 community members at our local demonstration garden, 48 community members through our community garden projects and 2,573 local K-12 students at 4 local schools and through field days at Happy Goat Farms. Our Plant-a-Row for the Hungry program led to 71 direct contacts as well as collection of 1,126 pounds of fresh produce from home gardeners and local agricultural farms and donated to the Senior Center, Alliance, Manna House, and Heritage House

Master Food Preserver Program

- The Master Food Preserver Program was initiated with a USDA Specialty Crop Block Grant of $216,399.00 at the end of 2021. From January to May of 2022, we trained our first training class of 17 volunteers, who offered 1,348 hours in 7 months. Near the end of the year, the Master Food Preserver program attracted and signed on 30 new trainees for 2023. Master Food Preservers offered one demonstration and two hands-on workshops, teaching 47 adults more about safe home food preservation. Youth events via day camps and field days for school children at Happy Goat Farm taught 153 local youth about food safety and healthy lifestyles. At the fair, our Master Food Preservers assisted with fair entries, judging and visited with 622 community members. They joined community events such as Health and Wellness Fairs, the Farm and Ranch Tour, Farmer's Markets and other events to reach 487 community members about safe home food preservation. Master Food Preservers joined with the Master Gardener Plant-a-Row program to reach 71 local residents as well as take in 1,126 pounds of produce which was donated to the Senior Center, Alliance, Manna House, and Heritage House. Master Food Preservers started a Facebook page which has reached over 535 views and 61 followers in the last 3 months of 2022. They debuted a KRYZ radio program which reached approximately 1,200 listeners. Community outreach articles and events are sent out to 6 local media outlets as well as our 51-person listserv and 597-person Master Gardener listserv.

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4-H Youth Development Program

- Safely returned to in-person meetings and gatherings. Hosted and participated in numerous Countywide events such as the Mariposa Safe Families Event, Butterfly Festival and Parade, Multiple Sclerosis Bike-a-Thon, 4-H Kids Night, Memorial Day Wreath Dedication, Camp Keola, Mariposa Fairgrounds Clean-Up Event, Mariposa County Fair and Jr. Livestock Auction, Ironstone Concours d'Elegance, Field of Service, and Mariposa Wreaths Across America. Increased enrollments both direct and group. Collaborated with County and statewide programs

Woody Biomass Program Advisor

- Submitted grant proposals to introduce innovative wood products to Central Sierra counties and increased community engagement. The proposal will engage local stakeholders in exploring options to make woody biomass construction materials that are fire retardant and low cost and therefore improve community resilience. Developed education and training programs for local students interested in forestry/wood products industry. Connected and worked with community partners in continuing the development of Mariposa's biomass facility project. Developed a needs assessment for the region to accurately identify challenges and best practices

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Goals and Objectives for Fiscal Year:

Fire Program Advisor

- Formalize the regional PBA by developing a steering committee, bylaws, a membership structure, website, and social media presence
- Secure long-term funding for the prescribed burn association to hire a full-time coordinator, purchase a burn trailer and other equipment, develop prescribed fire workshops, and support PBA member training opportunities
- Convene a collaborative support network for PBA coordinators in the Sierra Nevada region to share lessons learned, advice, and solutions to support more effective community-led prescribed fire implementation across the region
- Organize and coordinate workshops, community meetings, and demonstrations regarding the following topics: post-fire management, pile burning, permitting, and regulations for fuels reduction and mitigation treatments, prescribed fire, home hardening, and smoke preparedness
- Create fact sheets and guides to assist landowners in planning and permitting prescribed fires on private lands and smoke preparedness
- Coordinate five or more PBA-led prescribed burns and write 10+ burn plans
- Complete a statewide survey of wildfire preparedness and impacts in both English and Spanish to understand what resources community members are interested in to help address wildfire

Livestock and Natural Resources Advisor

- Organize two Integrated weed management workshops in collaboration with Department of Agriculture
- Organize two livestock and rangeland management workshops
- Continue researching changes to ecosystem function and factors driving rangeland conversion, with the goal to reduce negative impact and improve agriculture productivity
- Continue research on using remote sensing to estimate forage production, allowing more efficient rangeland productivity assessment to guide decision making about changing stocking rates during droughts
- Research the prevalence of the disease anaplasmosis in the region in order to develop viable prevention strategies

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- Research the economic viability, food safety and ecological benefits of integrated livestock-crop systems
- Explore the feasibility of using almond hulls as supplementary feed in beef cattle

Master Gardener Program

- Continue to develop relevant educational programs and digital resources in home horticulture, pest management, and sustainability. Return to offering in-person Master Gardener events
- Expand our digital and social media presence with instructional videos on home gardening topics and an increased presence on the Master Gardener and UCCE Mariposa Facebook pages as well as start a Master Gardener Instagram page
- Support and collaborate with county and local agencies to provide gardening, composting, school gardening, community gardens and green spaces in Mariposa County and continued support to our local school and community garden projects
- Expand research-based training and outreach, including training in local issues such as post-fire restoration, defensible space, vegetable gardening, native plants, and plant propagation
- Expand our Plant-a-Row programs to provide fresh produce to more low-income families

Master Food Preserver Program

- Continue to organize and lead hands-on workshops and demonstrations to teach healthy and safe home food preservation to local community members
- Increasingly develop relevant educational programs and digital resources and recipes for the public
- Expand our digital and social media presence with instructional videos on healthy living and safe home food preservation
- Support and collaborate with county and local agencies to provide educational content and outreach to surrounding communities as well as local Community Supported Agriculture (CSA) vendors
- Expand Master Food Preserver involvement in Plant-a-Row programs to provide fresh produce to more low-income families

4-H Youth Development Program

- Maintain steady growth at a sustainable rate
- Continue collaborative efforts and program expansion
- Maintain relationships with community partners and stakeholders
- Assist in training and onboarding of new staff

Woody Biomass Advisor

- Increase public knowledge and acceptance of woody biomass utilization and wood products through research, outreach, and publications (e.g., newsletter articles, reports, papers)
- Promote the development of a healthy wood and biomass-processing industry that bring jobs and economic prosperity to the region
- Develop a career pathway for students in the technical field
- Introducing new technology and opportunities different from traditional forestry jobs
- Promote Community College and school districts involvement

Requested Changes: No significant changes

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Mariposa County

Lineitem Worksheet - 608 - UC Cooperative Extension

Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
Fund	**Program**	**Account**					
1001: General Fund	No Program	51111: Regular salaries and wages	177,205	115,210	76,316	79,559	74,828
1001: General Fund	No Program	51112: Extra Help	42,000	35,000	27,963	37,053	42,756
1001: General Fund	No Program	51115: Overtime	-	-	627	1,619	-
1001: General Fund	No Program	51116: Overtime Straight to Extra Straight Hours	-	-	-	59	-
1001: General Fund	**No Program**	**51100: Salaries and Wages**	**219,205**	**150,210**	**104,906**	**118,289**	**117,584**
1001: General Fund	**No Program**	**51200: Add Pay**	**-**	**1,100**	**275**	**20**	**87**
1001: General Fund	**No Program**	**52000: Other Employment Benefits**	**78,830**	**67,851**	**60,725**	**58,556**	**46,358**
1001: General Fund	**No Program**	**50000: Salaries and Benefits**	**298,035**	**219,161**	**165,906**	**176,865**	**164,029**
1001: General Fund	No Program	60102: Food	100	-	76	81	-
1001: General Fund	**No Program**	**60100: Employee Related Expenses**	**100**	**-**	**76**	**81**	**-**
1001: General Fund	No Program	60111: Training and Seminars	4,000	4,000	521	-	35
1001: General Fund	**No Program**	**60110: Training**	**4,000**	**4,000**	**521**	**-**	**35**
1001: General Fund	No Program	60121: Meals	1,000	-	255	88	-
1001: General Fund	No Program	60122: Lodging	3,000	3,000	2,159	448	-
1001: General Fund	No Program	60123: Mileage	3,000	3,000	573	158	100
1001: General Fund	**No Program**	**60120: Transportation and Travel**	**7,000**	**6,000**	**2,987**	**694**	**100**
1001: General Fund	No Program	60131: Maintenance - Equipment	800	800	158	-	-
1001: General Fund	**No Program**	**60130: Maintenance**	**800**	**800**	**158**	**-**	**-**
1001: General Fund	No Program	60153: Special Departmental Supplies	1,500	1,500	-	-	-
1001: General Fund	No Program	60155: Small Tools	100	100	-	-	26
1001: General Fund	No Program	60156: Materials	-	-	6	-	-
1001: General Fund	**No Program**	**60150: Special Departmental Supplies and Services**	**1,600**	**1,600**	**6**	**-**	**26**
1001: General Fund	No Program	60191: Memberships	50	50	39	-	39
1001: General Fund	No Program	60211: Copy Machine Expense	2,000	3,000	779	3,012	2,562
1001: General Fund	No Program	60213: Office Supplies	4,500	4,500	2,754	2,343	1,072
1001: General Fund	No Program	60214: Postage	20	-	14	18	-
1001: General Fund	No Program	60215: Janitorial Supplies	400	400	79	217	-
1001: General Fund	**No Program**	**60210: Office Expense**	**6,920**	**7,900**	**3,626**	**5,589**	**3,634**
1001: General Fund	No Program	60392: Rents and Leases - Buildings	22,000	22,000	13,668	15,846	16,042

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Mariposa County

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Revenues and Expenses:

			Budget		Actual		
			Requested	Current	Year to Date		
			2023-2024	2022-2023	2022-2023	2021-2022	2020-2021
1001: General Fund	**No Program**	**60390: Rents and Leases**	**22,000**	**22,000**	**13,668**	**15,846**	**16,042**
1001: General Fund	No Program	60411: Telephone and Internet	1,500	1,500	702	1,464	1,448
1001: General Fund	No Program	60412: Propane	1,400	1,400	530	599	-
1001: General Fund	No Program	60414: Electricity	2,000	2,000	1,680	1,506	2,303
1001: General Fund	**No Program**	**60410: Utilities**	**4,900**	**4,900**	**2,912**	**3,569**	**3,751**
1001: General Fund	No Program	60421: Equipment	400	400	120	551	366
1001: General Fund	No Program	60431: Software	300	300	-	-	-
1001: General Fund	No Program	60441: Fuel	3,000	3,000	817	389	98
1001: General Fund	No Program	60508: Client - Community Education and Engagement	7,000	7,000	1,118	1,472	2,063
1001: General Fund	**No Program**	**60500: Community Services**	**7,000**	**7,000**	**1,118**	**1,472**	**2,063**
1001: General Fund	No Program	60621: County Vehicle Expense	6,000	6,000	1,864	4,374	3,995
1001: General Fund	**No Program**	**60620: Vehicle Expense**	**6,000**	**6,000**	**1,864**	**4,374**	**3,995**
1001: General Fund	**No Program**	**60000: Operating Expense**	**64,070**	**63,950**	**27,913**	**32,565**	**30,149**
1001: General Fund	No Program	70411: Staff Vehicles	-	0	-	-	-
1001: General Fund	**No Program**	**70400: Vehicles**	**-**	**0**	**-**	**-**	**-**
1001: General Fund	**No Program**	**70000: Fixed Assets**	**-**	**0**	**-**	**-**	**-**
1001: General Fund	No Program	80111: Transfer Out - General	-	44,000	-	-	-
1001: General Fund	No Program	80231: General Insurance	4,318	4,526	3,395	1,930	2,056
1001: General Fund	**No Program**	**80000: Transfers and Appropriations for Contingencies**	**4,318**	**48,526**	**3,395**	**1,930**	**2,056**
1001: General Fund	**No Program**	**Expense: Total Expenses**	**366,423**	**331,637**	**197,213**	**211,361**	**196,234**
1001: General Fund	**No Program**	**MPC_Net Balance**	**(366,423)**	**(331,637)**	**(197,212)**	**(211,361)**	**(196,234)**
Total Funds	**Total Program**	**MPC_Net Balance**	**(366,423)**	**(331,637)**	**(197,212)**	**(211,361)**	**(196,234)**

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