MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

July 13, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Supervisors Forsythe and Long extended kudos to Ms. Nielsen on her appointment.

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

CA1. **Health and Human Services** **RES-2021-403**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-404**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office RES-2021-405**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Administration/Human Resources RES-2021-406**

Appoint Monica Nielsen as the Mariposa County Agricultural Commissioner and Sealer of Weights and Measures at an Annual Salary of $113,500.73, Effective Immediately

CA5. **Agricultural Commissioner RES-2021-407**

Approve Organic Program Cooperative Agreement No. 21-0229-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Auditor RES-2021-408**

Approve an Addendum to the Mariposa County Audit Agreement with Smith & Newell to Conduct the Audit for Fiscal Year 2020/2021 in an Amount Not to Exceed $61,450; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA7. Considered Separately

CA8. **HHS/Behavioral Health & Recovery Services RES-2021-409**

Approve Second Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement through the End of June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **HHS/Social Services RES-2021-410**

Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., for a Rape Crisis Program; and Authorize the Director of Health and Human Services Agency to Sign the Agreement

CA10. **Public Works RES-2021-411**

Rescind Resolution 2021-327; Approve a Revised Agreement with Golder Associates, Inc. for Environmental Monitoring and Reporting for the Mariposa County Landfill in an Amount Not to Exceed $41,366; and Authorize the Board of Supervisors Chair to Sign the Agreement

Recess

9:05 AM Chair Long recessed the meeting to congratulate Ms. Nielsen on her appointment and reconvened at 9:06 AM.

E. Considered Separately

CA7. **Board of Supervisors**

Approve the Minutes of **Tuesday, July 06, 2021**

RESULT: **ADOPTED [4-0]**

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer reported on air quality from the fire. He also reported that there are no active cases of COVID-19 in the county right now, but noted up-ticks in cases and hospitalizations in surrounding counties; and discussed the various strains of the virus that exist. Dr. Sergienko also noted that the Centers for Disease Control released guidance for schools on Friday and advised that they will be taking a look at it.

Shannon Gadd/Health and Human Services Agency (HHSA) Director provided a flyer regarding Extreme Health Response, and advised of the opening of cooling centers. She also discussed the metrics used for that decision, and extended thanks to the Public Works Department for working with them to open county pools. Ms. Gadd also reported that no one came to the Catheys Valley cooling center, and that a total of nine people took advantage of the library cooling center over the weekend. She also noted that those numbers are typical across the nation and advised that there is a lot of discussion regarding the efficacy of staffing cooling centers. Ms. Gadd also reported that on Thursday, staff also called 118 individuals who are involved with In-Home Supportive Services programs and on the SAFE list. She noted that one individual expressed concern so they moved the individual to a motel for the weekend, scenarios for opening cooling centers versus underutilization of them in the past, and the benefits of the SAFE program.

Jeremy Briese/Sheriff - Coroner - Public Administrator provided an update on recent matters including a murder, illegal marijuana grows, and the fire. He commended his deputies and everyone working to ensure that county's safety. Sheriff Briese also advised that this is the third homicide for this year, which is not normal for our area. He also noted that he and his administrative team have also been working the streets to help fill some of the gaps, discussed the investigation that occurs when a report is received, and advised that they are doing their best. Discussion ensued regarding the scale and resources of drug trafficking organizations, and whether help is available from state law enforcement agencies,

Shannon Gadd advised that anyone interested in the SAFE program should call Marti Fazio at 966-3689, and extended thanks to all of the staff who responded to events over the past weekend.

Dallin Kimble/County Administrative Officer extended thanks for the appointment of an Ag Commissioner. He also announced that the County has been

awarded the market study grant that was discussed a few weeks ago; reported that the Rule 20A credits have been successfully transferred; advised that the request for an ambulance bay in Wawona is moving forward; and reported on a new opportunity for funding specific to arts and entertainment that encourages tourism and invited project ideas, with the caveat that the deadline is by the end of today.

Sarah Williams/Planning Director congratulated Monica Nielsen on her appointment; and noted that the deadline to apply for the code compliance committee is a week from tomorrow at 5:00 pm, and that full information can be found on the website.

Chris Bernard/CAL FIRE - County Fire reported that the fire grew a bit yesterday but that the majority of it is now in Madera County; and advised of great cooperation with the Mariposa Sheriff's Office. Discussion ensued regarding the dozer lines, the current fire management team, and injuries.

Kari Kisela/Mariposa County Chamber of Commerce advised that, historically, PG&E has put up the event banners but that they are not always able to do so due to emergencies; advised that they are looking for another entity that might be able to do it; and requested suggestions. In response to Supervisor Long's inquiry regarding the poles and wire by Happy Burger, Ms. Kisela noted that Public Works advised that they need to get someone to test them for strength.

Jacob Hawley/Visitor Center Operations Manager reported an increase in visitors to the center; noted that they are realizing that people are unaware of the reservation system to get into Yosemite; reported that the Yosemite Museum is still shut down but that the Mariposa History Center is open; and advised that he is trying to send people everywhere that he can. Supervisor Smallcombe discussed the availability of the YARTS system, which requires no reservations to use.

Kari Kisella reported on a ribbon cutting yesterday for Diamond Barbershop; and advised of another scheduled for Twiss Realty in the near future.

René LaRoche/Clerk of the Board noted that the redistricting process is currently underway, and advised of a special meeting and public hearing this Saturday at 10:00 AM to accept public comment and ideas.

Walter Wall/District Attorney advised of the low turnout of citizens called for jury duty, noted the backlog of cases, and urged people to show up when called for jury duty as this is the service that keeps us just and fair. Discussion ensued regarding potential remedies.

1. **Clerk of the Board of Supervisors (ID # 12004)**

Handouts from Departmental Presentation Portion of the July 13, 2021, Meeting

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

Becky Barnes-Boers discussed the need for the County to comply with the requirements of the Americans with Disabilities Act (ADA) and advised of the lack of the required ADA Coordinator, Transition Plan, or Grievance Procedure. She also noted that the Building Department is not inspecting for ADA compliance; advised that the Sheriff's Office is not ADA compliant and that parking signs in the Government Center complex and at the library are not compliant; advised that the public parking lots are not ADA compliant; noted that there are sandwich board signs blocking sidewalks; and suggested looking at lawsuits against Caltrans, and the cities

of Sacramento, Dixon, Lincoln and Red Bluff.

H. Regular Agenda Items

1. **Public Works RES-2021-412**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen/Public Works Deputy Director gave the staff report. In response to an inquiry from Supervisor Sweeney, Mike Pardi/Public Works noted that he did a financial analysis and advised that he expects that the assessments will no longer be paying for services next year. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

2. **Public Works RES-2021-413**

PUBLIC HEARING: Adopt the Current Fee Structure for Mariposa Countywide County Service Area (CSA) No. 1 Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen gave the staff report. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

3. **Public Works RES-2021-416**

PUBLIC HEARING: Adoption a Resolution Establishing the Current Fee Structure for Mariposa County Service Area (CSA) No. 3; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen gave the staff report. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

4. **Public Works RES-2021-414**

Declare Summer Saturdays in Coulterville a County Sponsored Event and Waive Encroachment Fee. the Summer Saturdays Events Will be Held on the July 17Th, August 21St and September 18Th 2021

Shannon Hansen gave the staff report, noting that this event takes the place of the CoyoteFest which was previously sponsored by the County. During public comment, Becky Barnes-Boers advised that the County becomes responsible for ADA violations if it sponsors this event.

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

5. **Administration/Community Development RES-2021-415**

PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble/County Administrative Officer introduced Tara Schiff/Economic Development Specialist who gave a PowerPoint presentation. During public comment, Marilyn Saunders/Economic Development Corporation spoke in support of the item

Supervisor Sweeney expressed concerns with having lodging partners evaluate the proposal reviews rather than staff; and referenced Task 3.5 and inquired why we would hire a firm to contact RFP recipients when we get so few responses. Ms. Schiff noted that she spoke to Rick Roesch and he was supportive; and that Jonathan Farrington from the Tourism Bureau suggested having the lodging partners vet the proposals but that she can remove that.

Supervisor Smallcombe discussed confusing aspects of the staff report versus the presentation; noted that unless there is a specific plan, a feasibility study is going to be so generic that it won't be useful; and noted that the only reasonable use for spending taxpayer dollars that she can support is to better educate ourselves to better represent the citizens. Ms. Schiff noted that CDBG requires that all activities benefit low income households.

Supervisor Sweeney expressed similar concerns, noting that he was having trouble reconciling the concept of a broad feasibility study for a convention center and the benefit that will accrue to low and moderate income residents in Mariposa County. In response to Supervisor Sweeney's inquiry, Ms. Schiff noted that she will be writing the RFP but would be reaching out to the Planning Department for their assistance. Supervisor Forsythe noted that it makes sense to encourage people to invest in our community if we have some of the ground work done, and that other companies will go into more depth if they want it.

Supervisor Long noted that we do not presently know what capacity we have for a conference center and that the feasibility study will allow the Board to answer that; and noted that he can support this since it is a grant to answer the questions. Ms. Schiff referenced a similar discussion in 2015 and advised that it revolved around a specific project, where this is a general study that will speak to what is feasible and sustainable.

Supervisor Smallcombe noted that, regardless of the source, the funding derives from taxpayer dollars which the Board needs to spend responsibly. She also discussed her confusion as to the intent behind the feasibility study. Dallin Kimble noted that this would also be to look at the feasibility within the market and to gauge what is sustainable. Supervisor Smallcombe noted that the only way she can support it is if it becomes a means to define a marketing tool for the County to attract developers. She also noted that she still does not see the benefit for low to moderate income households as this is an application to fund a conference and resort feasibility study. Ms. Schiff noted that is exactly what they are looking for but that they can change the title. Mr. Kimble noted it is to gauge the feasibility of any development that could be used. Supervisor Smallcombe also noted that consultants tend to give people the answer they want to hear, and noted that we want to be very clear in the RFP that our intent is to ensure that the result puts the County on a more even footing with any developer that might come in. Mr. Kimble noted that they can bring the RFP to the Board for approval if that is the desire. Supervisor Smallcombe noted that she will approve on that basis.

ACTION: ***Approved contingent upon the draft RFP coming back to the Board for approval.***

RESULT:	**ADOPTED AS AMENDED [3 TO 1]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
NAYS:	Tom Sweeney
EXCUSED:	Miles Menetrey

Recess

10:56 AM Chair Long recessed the Board for a brief recess and reconvened at 11:01 AM.

6. **Clerk of the Board of Supervisors (ID # 11975)**

Discussion and Direction Regarding Potential Changes to the Board's

Meeting Schedule in Light of the Recently Established September 14, 2021 Statewide Election

René LaRoche gave the staff report. No public input. Board discussion ensued.

DIRECTION:
Reschedule the September 7, 2021, Regular meeting to Wednesday, September 15, 2021, at 9:00 AM.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

1. **Board of Supervisors (ID # 11546)**

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

No public comment.

RESULT: CLOSED SESSION HELD

Recess

11:10 AM Chair Long moved the Board into Closed Session.

Reconvened

11:46 AM Chair Long reconvened and reported that Information was Received during the Closed Session.

K. Board Information

Information received.

L. Adjournment

11:55 AM Chair Long adjourned the meeting in memory of Stuart Tanner, Neil Stonum, and Robert "Bud" Puckett.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-403

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

---

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: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-404

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health 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.

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

REF ID# 11970

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-405

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. 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:

.

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

REF ID# 11971

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-406

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Monica Nielsen as the Ag Commissioner/Sealer

RECOMMENDATION AND JUSTIFICATION:
Appoint Monica Nielsen as the Mariposa County Agricultural Commissioner and Sealer of Weights and Measures at an annual salary of $113,500.73, effective immediately.

The Agricultural Commissioner's Department is responsible for several vital County functions including monitoring, maintaining, and enforcing standards for agricultural plant health, weed prevention and management, pest prevention, animal health, food safety, and measurement standards. The Agricultural Commissioner position is one of a small handful mandated by state code and held to strict state licensing requirements.

In December of 2016, the former Agricultural Commissioner and Sealer of Weights and Measures retired from Mariposa County after over 37 years of service. Since then, the County has conducted two recruitments to fill the vacancy, and this effort continued into the spring of this year with limited success. At the same time the County also pursued other options including the possibility of contracting with an adjoining jurisdiction for the required licensing and coverage, and in June of 2018 entered into such an agreement with Merced County, which has recently concluded.

Monica is a current Mariposa County employee and has worked in the Agricultural Commissioner's Department since May 1, 2014. During the past seven years, Monica has achieved additional licenses and promoted through the ranks in the department. Monica has recently accomplished the goal of attaining her County Agricultural Commissioner license and her County Sealer of Weights and Measures license from the State of California Department of Food and Agriculture. Both of these licenses are required for the position of Mariposa County Agricultural Commissioner and Sealer of Weights and Measures.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 12, 2018, the Board of Supervisors approved an Agreement with Merced

County for agricultural and sealer of weights and measures services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not make the appointment and pursue an agreement with another jurisdiction for these services, or direct staff to continue recruiting to fill the vacant Agricultural Commissioner/Sealer of Weights and Measures position.

FINANCIAL IMPACT:
Appropriate funds are included in the Ag Commissioner budget for FY 2021-22.

ATTACHMENTS:
PUBLIC COMMENT - Comment from Cathi Boze in support of appointment of Monica Nielsen (PDF)

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

Rene LaRoche

From: MinuteTraq Notifications <NoReply@IQM2.com>
Sent: Tuesday, July 13, 2021 8:55 AM
To: Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal

The user parkerboze has posted a comment on Legislative File 11979: Appoint Monica Nielsen as the Mariposa County Agricultural Commissioner and Sealer of Weights and Measures at an Annual Salary of $113,500.73, Effective Immediately.

Comment: I would like to commend the BOS on the appointment of Monica Nielsen as the Mariposa County Agricultural Commissioner/Sealer of Weights & Measures. She has worked extremely hard to reach this level and I have no doubt that she will do a stellar job. I hope that the BOS will continue to support the Mariposa County Department of Agriculture and the Mariposa County agricultural industry, especially its ranchers and farmers, as well as the invasive weed management program. A Weed a Day!Type in your comments here

Link to the Discussion: https://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11979

Attachment: PUBLIC COMMENT - Comment from Cathi Boze in support of appointment of Monica Nielsen (RES-2021-406 : Appoint Monica

MARIPOSA COUNTY

Agricultural Commissioner · 966-3222

RESOLUTION - ACTION REQUESTED 2021-407

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve Organic Program Cooperative Agreement No. 21-0229-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer's Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

The total available in Fiscal Year 2021/2022 for this agreement is $1985.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS: Last year's Organic Program agreement was approved by Resolution No. 2020-440.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement subvention funds will not be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT:
The subvention amount of $1985 for this agreement was included in the FY 2020/2021 budget revenues

ATTACHMENTS:
21 22 Organic Agreenment 21-0229-000-SA(PDF)

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

REF ID# 11957

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.4/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
21-0229-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: $1,985.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	COUNTY OF MARIPOSA
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Agricultural Commissioner
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	County of Mariposa
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	P.O Box 905
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☑ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

State Organic Program (SOP) Cooperative Agreement
2021/2022 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) SOP staff. The county receives $60, for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75 for the initial visit and first organic participant inspected. An additional $10 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets, and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid flat rate of $130for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing.**

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. CDFA staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130 flat rate.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County Organic Program staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations, costs incurred as part of an investigation, and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices for the SOP to CDFA for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County Organic Program staff are expected to review the CDFA SOP website and attend training conducted by CDFA SOP staff.

County Organic Program staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following courses:
    - NOP-30: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Counties with organic dairy operations)

2. Sound and Sensible Website: *Exploring the Organic Option* Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website: Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following course:
    - NOP-070: Advanced Inspections: Investigations

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2021; and 2) for work completed from January 1 to June 30, 2022. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

Procedures are outlined in the SOP Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

Mariposa Fiscal Display FY 2021/2022

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
4	@	$225.00	$900.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
1	@	$75.00	+	3	@	$10.00	$105.00

Estimated Assisted Registrations

Amount		Rate	Total
1	@	$60.00	$60.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
4	@	$130.00	$520.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$400.00

Total for 2021/2022 **$1,985.00**

Attachment: 21 22 Organic Agreenment 21-0229-000-SA (RES-2021-407 : Approve FY 2021/2022 Organic Program Agreement No. 21-0229-000-

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-408

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Addendum to Mariposa County Audit Agreement with Smith & Newell

---

RECOMMENDATION AND JUSTIFICATION:
Approve an addendum to the Mariposa County Audit Agreement with Smith & Newell to conduct the audit for fiscal year 2020/2021 in a amount not to exceed $61,450; and authorize the Board of Supervisors Chair to sign the addendum.

Government Code 12410.6(b) requires that the lead partner of a CPA firm be changed every six years. The Auditor's Office has obtained confirmation that changing the lead partner involved in the audit would satisfy this requirement. Due to an increase in workload resulting from implementing new property tax and ERP systems, the Auditor's Office would like to extend the current agreement with Smith & Newell for one additional year to conduct required audits of the County's financial statements and change the lead partner involved.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 19, 2016 the Board passed Resolution 2016-171 to approve a four year Audit Agreement with Smith and Newell.

On July 7, 2020 the Board passed Resolution 2020-370 to extend this agreement for an additional year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this addendum to extend audit services for FY 20/21. The Auditor's Office will need to find another CPA firm to conduct the audit which could delay the completion of audited financial statements.

FINANCIAL IMPACT:
The cost of this addendum will be budgeted in FY 21-22.

ATTACHMENTS:
Mariposa County Contract Addendum 21 (PDF)
Original Agreement with Smith & Newell (PDF)

REF ID# 11942

Original Smith & Newell Proposal (PDF)
Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (PDF)

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

SMITH & NEWELL
CERTIFIED PUBLIC ACCOUNTANTS

June 23, 2021

County of Mariposa
Attn: Luis Mercado
PO Box 729
Mariposa, CA 95338

RE: Addendum to Professional Auditing Services Contract

Luis,

Enclosed is our contract addendum to provide additional professional auditing services to the County of Mariposa for the fiscal year ending June 30, 2021.

If everything looks agreeable, please sign the enclosure, and return a signed copy to our office for our records. Please let us know if you have any questions.

Thank you,

Carrie Schroeder, CPA
Partner

Encl (1)

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and among Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", the COUNTY OF MARIPOSA, hereinafter referred to as "COUNTY", and the GRAND JURY OF THE COUNTY OF MARIPOSA, hereinafter referred to as "GRAND JURY", this ___day of _____, 2021, and affects Scope of Services Required of the original proposal dated December 29, 2015 and approved by the Mariposa County Audit Agreement, Board Resolution 16-171, on May 5, 2016 (copy attached).

WITNESSETH:

This contract is hereby amended as follows:

SCOPE OF WORK: AUDITOR shall audit the fiscal records of the County of Mariposa for the fiscal year ending June 30, 2021, in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

ENGAGEMENT: The engagement partner for the audit of the June 30, 2021 financial statements is Carrie Schroeder, CPA.

COMPENSATION: COUNTY shall pay to AUDITOR for services described herein a sum not to exceed the following:

Required Audit Services	2021 Maximum Fee
County Financial Audit	$ 49,250
Audit of Federal Expenditures	7,400
Transportation Commission Financial	2,400
Transit Fund Financial Audit	2,400
Grand Total	$ 61,450

TERMS: The term of the original contract shall be extended until June 30, 2022, for the services contemplated in this contract addendum.

All other sections of this contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year herein first above written.

2020-21 MARIPOSA COUNTY GRAND JURY

By_____

Title_____

Date_____

SMITH & NEWELL CPAs

By_____

Title Partner

Date 6/23/2021

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

2020-21 MARIPOSA COUNTY BOARD OF SUPERVISORS

By_____

Title_____

Date_____

ATTEST:

_____

RENE LAROCHE

Clerk of the Board

JUDGE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MARIPOSA

By_____

Title_____

Date_____

APPROVED AS TO FORM:

_____

STEVE DAHLEM

County Counsel

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

RES NO. 16-171

MARIPOSA COUNTY AUDIT AGREEMENT

THIS **AGREEMENT** is made and entered into on the date or dates listed below written by and among Smith & Newell, hereinafter referred to as "**CPA**" and the County of Mariposa, hereinafter referred to as "**COUNTY**", and the Grand Jury of the County of Mariposa, hereinafter referred to as "**GRAND JURY**."

Witnesseth:

I. That for and in consideration of the sum hereinafter agreed, for the fiscal years 2015/16, 2016/17, 2017/18 and 2018/19 to be paid to **CPA**, the **CPA** agrees to provide services for the **COUNTY** pursuant to provisions of Section 925 of the California Penal Code and Section 25250 of the California Government Code.

Penal Code Section 925 reads as follows:

> The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in the ex officio capacity as officers of the districts. The investigations may be conducted on some selective basis each year, but the grand jury shall not duplicate any examination of financial statements which has been performed by or for the Board of Supervisors pursuant to Section 25250 of the Government Code; this provision shall not be construed to limit the power of the grand jury to investigate and report on the operations, accounts and records of the officers, departments, or functions of the county. The grand jury may enter into a joint contract with the Board of Supervisors to employ the services of an expert as provided for in Section 926.

Government Code Section 25250 reads as follows:

> At least biennially the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law. The audit shall encompass the immediately preceding one-year period, or any portion thereof not included in a prior year audit. This financial audit may be performed in coordination with the investigations conducted by the grand jury under Section 925 of the Penal Code, or the Board of Supervisors may resolve to accept reports delivered pursuant to Section 933 of the Penal Code in lieu of its own separate examination if such reports are found to fulfill some or all of the requirements of this section. In connection with the requirements of this Section and Section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

The **CPA** will conduct an audit of the **COUNTY** for the period from July 1, 2015 to June 30, 2019 on a fiscal year basis, except as otherwise provided in the **AGREEMENT**, and as determined based upon the attached response to Request for Proposals, which is incorporated herein by reference. Specifically, the **CPA** shall provide reports on the following:

1. Financial Statement Audit.
2. Single Audit Report as described in OMB Circular A-133.
3. Transportation Development Act (Non-transit Purposes).
4. Triennial Transportation Performance Audits.
5. Transit Fund Audit.
6. Management Report.

CPA will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the **COUNTY** as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **COUNTY**'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of the engagement, **CPA** will apply certain limited procedures to **COUNTY**'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Supplementary information other than RSI, such as the combining non-major fund statements will also accompany **COUNTY**'s financial statements. **CPA** will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the **COUNTY** provides, **CPA** will perform non-audit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

CPA will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the **COUNTY** and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. **CPA** will issue a report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and a report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

CPA will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the **COUNTY**, as of June

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. **CPA** will conduct audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that **CPA** plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, **CPA** will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audits will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

CPA may issue a management report if issues are noted where improvements could be implemented.

II. **CPA** agrees to appear in person before the **GRAND JURY,** the Audit Committee, and/or the Board of Supervisor of the **COUNTY** at any time during the performance of the **AGREEMENT**, and to consult with and report as to the progress of the audit and all other matters pertaining thereto, when requested to do so by the **GRAND JURY**, the Audit Committee, the County Administrative Officer, or the Board of Supervisors.

III. **CPA** may consult with the County Counsel of the **COUNTY** on legal problems arising during the course of the audit.

IV. **CPA** shall consult with the County Administrative Officer of the **COUNTY** and the **GRAND JURY** concerning the preliminary findings of the audit as they are developed.

V. **CPA** shall commence all in a timely manner (assuming timely availability of records by **COUNTY**) allowing for orderly completion of the audit by March 15th following the close of each fiscal year ending at June 30th. All audits shall be completed, and final reports delivered, by March 15th with the exception of the "Transportation Audits" which require an audit report 180 days after the close of the fiscal year, (December 31st of the year following the close of the fiscal year). For the "Transportation Audits" all audits shall be completed, and final reports delivered, by December 15th. All audits shall be conducted according to those generally accepted auditing standards as recognized by the American Institute of Certified Public Accountants.

VI. **CPA** shall have access to and shall be permitted to use figures, tabulations, statistical schedules, and other data already assembled or prepared by the County Administrative Officer, the County Auditor, the County Treasurer, or the personnel of their respective offices for **COUNTY** purposes, but such statements shall not be copied verbatim and used as a representation of results of services for the final report of audit. This does not preclude the use of these statements in the audit report where acknowledgement is made that the County Auditor or the County Treasurer prepared them. Neither the County Auditor nor the County Treasurer nor any members of their respective staffs shall be employed by **CPA** in connection with the audit nor shall the County Auditor nor the County Treasurer nor any personnel in their respective

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

departments be called upon to perform any service other than the performance of the regular duties of their respective offices.

VII. **CPA** shall supervise the work of all persons selected by it. In the event **CPA** sub-contracts any portion of this work, **CPA** agrees to select only such auditing firms and certified public accountants as may be approved in writing by the **GRAND JURY** and the **COUNTY** prior to the performance of any work sub-contracted. Should the services of any personnel employed by **CPA** be, for any reason whatsoever, unsatisfactory to **GRAND JURY** or the **COUNTY**, such personnel shall be promptly removed from the assignment. Notice of such unsatisfactory performance shall be given in writing by **GRAND JURY** or the **COUNTY** to **CPA**, and shall be effective immediately upon receipt thereof. The term "personnel" as used herein includes auditing firms.

VIII. All books, records, figures, notes, materials, and information of every character, kind and description of the **CPA** or **CPA's** employees relating to this **AGREEMENT** shall be retained by **CPA** in confidential files for a period of five (5) years. Said records shall be made available at **CPA's** office during all regular business hours to the **COUNTY, GRAND JURY,** and State of California as approved by the **COUNTY** and to all subsequent grand juries and their respective agents for the requisite five (5) year period, after which said records may be burned or properly disposed.

IX. The audit, findings and reports of **CPA** shall be held as confidential by it and reported only to the **GRAND JURY** and the **COUNTY**. However, should **CPA** deem it essential to the completion or accuracy of this audit that it's examination or findings involving a particular department be revealed to or discussed with a department head, it may do so, provided the prior consent of the **COUNTY** is first obtained.

X. **COUNTY** shall pay **CPA** out of funds of said **COUNTY** for services herein specified for audits of the 2015/16, 2016/17, 2017/18, and 2018/19 fiscal years in the sum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00). Upon approval of **CPA's** statement by **GRAND JURY** and **COUNTY**, the sum as specified above shall be paid to **CPA** by the County Treasurer out of the General Fund of said **COUNTY** upon invoices approved and signed by the Mariposa County Administrative Officer. However, it is mutually understood/agreed that **COUNTY** shall not pay **CPA** more than said maximum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00), for all services rendered pursuant to the **AGREEMENT**, except for such additional services as may be required by **GRAND JURY** or the **COUNTY**.

XI. In the event the audit develops irregularities or unforeseen conditions requiring investigation beyond the scope of the regular audit, a report of such conditions shall be made by **CPA** to **GRAND JURY** and the **COUNTY.** Should further investigations be authorized and directed by **GRAND JURY** or the **COUNTY**, additional compensation therefore:

1. Shall be paid to **CPA** at the hourly rates of each class of CPA, accountant, or clerical help as specified by the **CPA** in their original bid proposal delineating an hourly wage for such individual classes of CPA, accountant, and /or clerical assistance.
2. Shall be paid based on detailed invoice specifying the hours of service for each class of CPA, accountant, or clerical help engaged therein.
3. Shall be paid upon approval of the County Administrative Officer and drawn from the County Treasurer.

XII. It is further agreed that **GRAND JURY** may require that **CPA** audit such additional departments, districts, funds and programs as it deems necessary to fulfill its function under Section 925 of the Penal Code, with

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

the concurrence and approval of the Superior Court of the State of California for the County of Mariposa. Additional compensation shall be paid to **CPA** upon the same basis as set forth in Paragraph XI herein.

XIII. **CPA** shall bear the typical office material and equipment costs necessary for the production of the final audited financial statements and reports. **CPA** shall bear all travel, meal and lodging costs associated with the audit of programs as defined in Paragraph I.

XIV. It is further understood and agreed that the **GRAND JURY** shall require that the **CPA** report as to the adequacy of the independent audit of the records and accounts of the Special Districts that are administered by the Mariposa County Board of Supervisors. There are thirteen Special Districts with combined appropriations of approximately 3.2 million.

XV. Furthermore, it is mutually agreed the Board of Supervisors of **COUNTY** or the **GRAND JURY** may terminate this **AGREEMENT** at any time. However, if only **GRAND JURY** or **COUNTY** terminate this **AGREEMENT**, the party not terminating the **AGREEMENT** may enter into a new **AGREEMENT** within twenty (20) days after such termination, with **CPA** to complete the audit on the same terms, conditions, and payments as set forth herein, but omitting the party which terminated the **AGREEMENT**. If said party does not enter into such a new agreement within said twenty (20) day period, **CPA** shall be entitled to receive pro-rata payment for the services which it has rendered prior to the notification of such termination.

XVI. Completion of all reports detailing the audit of **COUNTY's** financial statements shall be submitted to the **GRAND JURY** and the **COUNTY** no later than March 15th following the close of the prior fiscal year ending June 30th. For the four year contract described in this **AGREEMENT**, those dates would be March 15, 2017, March 15, 2018, March 15, 2019, and March 15, 2020. However, all transportation and transit related reports shall be completed on December 15th of each year following the close of the prior year ending June 30th due to special reporting guidelines set forth by the State of California.

XVII. **CPA** shall file thirty (30) copies of the General Purpose Financial Statement Audit and the Single Audit Report as follows:

- Five (5) copies for the **GRAND JURY**.
- Five (5) copies of the Board of Supervisors.
- Eight (8) copies for the County Auditor (includes other departments and various outside agencies).
- Twelve (12) copies to be filed with various State and Federal agencies.

CPA shall file copies of the management report as follows:

- Twenty (20) copies for the County Auditor who will distribute to appropriate departments.

CPA shall file copies of the Transportation and Transit audits as follows:

- Fifteen (15) copies for the County Auditor who will distribute to appropriate departments and agencies.

XVIII. The final report shall contain at least the following:

1. An alphabetical index of **COUNTY** officials and departments.
2. An Independent Auditor's Report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

COUNTY, as of and for the year ended June 30, and the related notes to the financial statements, which collectively comprise the **COUNTY**'s basic financial statements. If **CPA** is unable to render an unqualified opinion and a qualified opinion is given, the reasons for such qualifications shall be fully explained.

3. Financial statements consisting of the Government-Wide Statement of Net Position, Statement of Activities, Balance Sheets and Statements of Revenues, Expenditures, and Changes in Fund Balance of all major and other governmental funds, and Balance Sheets and Statements of Revenues, Expenses and Changes in Net Position of each major proprietary fund and other enterprise funds.
4. All other exhibits, schedules, and other data necessary for proper presentation of the results of the examination.
5. Comments on the following:

    - Any indication of the misappropriation of public money or irregular disbursements. In addition, the **CPA** shall submit an immediate oral or written report to **GRAND JURY** upon discovery of such indication of misappropriation or irregular disbursements.
    - The effectiveness of the accounting systems and the internal control features, including testing of budget appropriations and funds to see that they are being properly accounted for.
    - Any improper maintenance or non-maintenance of required books, records, or accounts pertaining to financial transactions.
    - The action taken, if any, on those recommendations contained in the previous fiscal year **GRAND JURY** report.

XIX. It is further agreed by and between the parties hereto that in the event **CPA** performs services under this **AGREEMENT** that are subsequently determined not to be charges against the **COUNTY**, neither **COUNTY**, the **GRAND JURY** or any of its members shall be held liable for any such expenditures.

XX. **CPA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **CPA** or **CPA's** assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. **CPA** agrees to maintain a policy of personal liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. It is understood that the duty of **CPA** to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by **COUNTY** of insurance certificates and endorsements required under this **AGREEMENT** does not relieve **CPA** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this **AGREEMENT**, **CPA** acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

XXI. Professional Liability Coverage: **CPA** shall provide proof of professional liability coverage satisfactory to **COUNTY** prior to commencing work under the **AGREEMENT.**

XXII. Termination of Funding: **COUNTY** may terminate this **AGREEMENT** with 30 days' notice upon determination that there is insufficient funding for this **AGREEMENT** per California State Constitution Article XVI, Section 18.

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

XXIII. This **AGREEMENT** requires the approval of the Board of Supervisors of the **COUNTY,** the **GRAND JURY,** and of the Superior Court of the State of California in and for the **COUNTY** in order to become effective.

IN WITNESS WHEREOF, the parties hereto have cause for this **AGREEMENT** to be executed as of the day and year hereinafter written.

SMITH & NEWELL

Date: 04-06-2016

By: Marilee Smith

Printed: MARILEE SMITH

Title: PARTNER

2015-16 MARIPOSA COUNTY GRAND JURY

Date: 5-2-16

By: William T Nutt

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: John Carrier

JOHN CARRIER
Title: Chairman
Mariposa County Board of Supervisors

Attest:

Rene LaRoche

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem

STEVE DAHLEM
County Counsel

The foregoing is hereby approved this 5TH day of MAY, 2016.

DANA WALTON
Judge of the Superior Court of the State of California
In and for the County of Mariposa

Attachment: Mariposa County Contract Addendum 21 (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

MARIPOSA COUNTY

Auditor ·

RESOLUTION - ACTION REQUESTED 2016-171

MEETING: April 19, 2016

TO: The Board of Supervisors

MINUTE ORDER ATTACHED

FROM: Debbie Isaacs, Auditor

RE: Approve Agreement with Smith & Newell

RECOMMENDATION AND JUSTIFICATION:
Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Smith & Newell is the County's current independent auditor and also prepares the County's annual financial statements. Smith & Newell has submitted a proposal to continue providing these services to the County over a four year period at a total cost of $234,100. The Auditor is satisfied with the level of expertise displayed by Smith & Newell personnel and believes that the proposal to extend audit services is equitable. The proposed agreement also involves the Mariposa County Grand Jury. Upon approval by the Mariposa County Board of Supervisors, the Agreement shall be submitted to the Grand Jury for approval as well.

The cost to conduct the required audits for Fiscal Year 2014/15 and that was paid from this fiscal year's budget was $53,000. The proposal does include a slight increase for the services performed for each fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The annual countywide audit is prescribed by law in Penal Code Section 925 and Section 25250 of the Government Code. The Board of Supervisors has previously made the awards for the County's independent audit contracts. The last such occurrence of this process was on July 26, 2011 when the Board of Supervisors approved a contract with Smith & Newell for the fiscal years ending June 30, 2012 through June 30, 2015 via resolution 11-369.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without securing the services of an independent auditor to conduct an audit of the County's financial records the County would be out of compliance with the law. If the Board chooses not to approve this contract with Smith & Newell then the Auditor would have to search for other potential auditing firms to conduct the legally required audits.

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

FINANCIAL IMPACT:
Cost by Fiscal Year:
FY 16/17 - $54,400; FY 17/18 - $61,150; FY 18/19 - $58,300; FY 19/20 - $60,250.
If approved, sufficient funding for the cost of the Agreement will be included in the Requested Budget for each of the four fiscal year periods. It should be noted that the additional cost to perform the Transit Audit in FY 17/18 will be funded by the Transportation Planning fund and not by the General Fund.

ATTACHMENTS:
Mariposa County Audit Agreement - Signed by Smith & Newell (PDF)
Smith & Newell Proposal (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 4/13/2016

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

JOHN CARRIER, CHAIR	**DISTRICT V**
MARSHALL LONG, VICE-CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
MARSHALL LONG	**DISTRICT III**
KEVIN CANN	**DISTRICT IV**

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: DEBBIE ISAACS/Auditor

FROM: RENÉ LaROCHE, Clerk of the Board

SUBJECT: Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement

Resolution: 16-171

The following direction was given by the Mariposa County Board of Supervisors on **April 19, 2016:**

CA5. **Auditor RES-2016-171**

Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement

No public input.

CORRECTION: ***CA5, amend the signature page to reflect the Foreperson of the Grand Jury as the signator rather than the Chairman of the Grand Jury Audit Committee.***

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Merlin Jones, District II Supervisor
AYES:	Smallcombe, Jones, Long, Cann, Carrier

cc: Mary Hodson/County Administrative Officer
File

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

RES NO. 16-171

MARIPOSA COUNTY AUDIT AGREEMENT

THIS **AGREEMENT** is made and entered into on the date or dates listed below written by and among Smith & Newell, hereinafter referred to as "**CPA**" and the County of Mariposa, hereinafter referred to as "**COUNTY**", and the Grand Jury of the County of Mariposa, hereinafter referred to as "**GRAND JURY**."

Witnesseth:

I. That for and in consideration of the sum hereinafter agreed, for the fiscal years 2015/16, 2016/17, 2017/18 and 2018/19 to be paid to **CPA**, the **CPA** agrees to provide services for the **COUNTY** pursuant to provisions of Section 925 of the California Penal Code and Section 25250 of the California Government Code.

Penal Code Section 925 reads as follows:

> The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in the ex officio capacity as officers of the districts. The investigations may be conducted on some selective basis each year, but the grand jury shall not duplicate any examination of financial statements which has been performed by or for the Board of Supervisors pursuant to Section 25250 of the Government Code; this provision shall not be construed to limit the power of the grand jury to investigate and report on the operations, accounts and records of the officers, departments, or functions of the county. The grand jury may enter into a joint contract with the Board of Supervisors to employ the services of an expert as provided for in Section 926.

Government Code Section 25250 reads as follows:

> At least biennially the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law. The audit shall encompass the immediately preceding one-year period, or any portion thereof not included in a prior year audit. This financial audit may be performed in coordination with the investigations conducted by the grand jury under Section 925 of the Penal Code, or the Board of Supervisors may resolve to accept reports delivered pursuant to Section 933 of the Penal Code in lieu of its own separate examination if such reports are found to fulfill some or all of the requirements of this section. In connection with the requirements of this Section and Section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

The **CPA** will conduct an audit of the **COUNTY** for the period from July 1, 2015 to June 30, 2019 on a fiscal year basis, except as otherwise provided in the **AGREEMENT**, and as determined based upon the attached response to Request for Proposals, which is incorporated herein by reference. Specifically, the **CPA** shall provide reports on the following:

1. Financial Statement Audit.
2. Single Audit Report as described in OMB Circular A-133.
3. Transportation Development Act (Non-transit Purposes).
4. Triennial Transportation Performance Audits.
5. Transit Fund Audit.
6. Management Report.

CPA will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the **COUNTY** as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **COUNTY**'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of the engagement, **CPA** will apply certain limited procedures to **COUNTY**'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Supplementary information other than RSI, such as the combining non-major fund statements will also accompany **COUNTY**'s financial statements. **CPA** will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the **COUNTY** provides, **CPA** will perform non-audit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

CPA will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the **COUNTY** and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. **CPA** will issue a report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and a report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

CPA will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the **COUNTY**, as of June

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. **CPA** will conduct audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that **CPA** plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, **CPA** will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audits will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

CPA may issue a management report if issues are noted where improvements could be implemented.

II. **CPA** agrees to appear in person before the **GRAND JURY,** the Audit Committee, and/or the Board of Supervisor of the **COUNTY** at any time during the performance of the **AGREEMENT**, and to consult with and report as to the progress of the audit and all other matters pertaining thereto, when requested to do so by the **GRAND JURY**, the Audit Committee, the County Administrative Officer, or the Board of Supervisors.

III. **CPA** may consult with the County Counsel of the **COUNTY** on legal problems arising during the course of the audit.

IV. **CPA** shall consult with the County Administrative Officer of the **COUNTY** and the **GRAND JURY** concerning the preliminary findings of the audit as they are developed.

V. **CPA** shall commence all in a timely manner (assuming timely availability of records by **COUNTY**) allowing for orderly completion of the audit by March 15th following the close of each fiscal year ending at June 30th. All audits shall be completed, and final reports delivered, by March 15th with the exception of the "Transportation Audits" which require an audit report 180 days after the close of the fiscal year, (December 31st of the year following the close of the fiscal year). For the "Transportation Audits" all audits shall be completed, and final reports delivered, by December 15th. All audits shall be conducted according to those generally accepted auditing standards as recognized by the American Institute of Certified Public Accountants.

VI. **CPA** shall have access to and shall be permitted to use figures, tabulations, statistical schedules, and other data already assembled or prepared by the County Administrative Officer, the County Auditor, the County Treasurer, or the personnel of their respective offices for **COUNTY** purposes, but such statements shall not be copied verbatim and used as a representation of results of services for the final report of audit. This does not preclude the use of these statements in the audit report where acknowledgement is made that the County Auditor or the County Treasurer prepared them. Neither the County Auditor nor the County Treasurer nor any members of their respective staffs shall be employed by **CPA** in connection with the audit nor shall the County Auditor nor the County Treasurer nor any personnel in their respective

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

departments be called upon to perform any service other than the performance of the regular duties of their respective offices.

VII. **CPA** shall supervise the work of all persons selected by it. In the event **CPA** sub-contracts any portion of this work, **CPA** agrees to select only such auditing firms and certified public accountants as may be approved in writing by the **GRAND JURY** and the **COUNTY** prior to the performance of any work sub-contracted. Should the services of any personnel employed by **CPA** be, for any reason whatsoever, unsatisfactory to **GRAND JURY** or the **COUNTY**, such personnel shall be promptly removed from the assignment. Notice of such unsatisfactory performance shall be given in writing by **GRAND JURY** or the **COUNTY** to **CPA**, and shall be effective immediately upon receipt thereof. The term "personnel" as used herein includes auditing firms.

VIII. All books, records, figures, notes, materials, and information of every character, kind and description of the **CPA** or **CPA's** employees relating to this **AGREEMENT** shall be retained by **CPA** in confidential files for a period of five (5) years. Said records shall be made available at **CPA's** office during all regular business hours to the **COUNTY, GRAND JURY,** and State of California as approved by the **COUNTY** and to all subsequent grand juries and their respective agents for the requisite five (5) year period, after which said records may be burned or properly disposed.

IX. The audit, findings and reports of **CPA** shall be held as confidential by it and reported only to the **GRAND JURY** and the **COUNTY**. However, should **CPA** deem it essential to the completion or accuracy of this audit that it's examination or findings involving a particular department be revealed to or discussed with a department head, it may do so, provided the prior consent of the **COUNTY** is first obtained.

X. **COUNTY** shall pay **CPA** out of funds of said **COUNTY** for services herein specified for audits of the 2015/16, 2016/17, 2017/18, and 2018/19 fiscal years in the sum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00). Upon approval of **CPA's** statement by **GRAND JURY** and **COUNTY**, the sum as specified above shall be paid to **CPA** by the County Treasurer out of the General Fund of said **COUNTY** upon invoices approved and signed by the Mariposa County Administrative Officer. However, it is mutually understood/agreed that **COUNTY** shall not pay **CPA** more than said maximum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00), for all services rendered pursuant to the **AGREEMENT**, except for such additional services as may be required by **GRAND JURY** or the **COUNTY**.

XI. In the event the audit develops irregularities or unforeseen conditions requiring investigation beyond the scope of the regular audit, a report of such conditions shall be made by **CPA** to **GRAND JURY** and the **COUNTY.** Should further investigations be authorized and directed by **GRAND JURY** or the **COUNTY**, additional compensation therefore:

1. Shall be paid to **CPA** at the hourly rates of each class of CPA, accountant, or clerical help as specified by the **CPA** in their original bid proposal delineating an hourly wage for such individual classes of CPA, accountant, and /or clerical assistance.
2. Shall be paid based on detailed invoice specifying the hours of service for each class of CPA, accountant, or clerical help engaged therein.
3. Shall be paid upon approval of the County Administrative Officer and drawn from the County Treasurer.

XII. It is further agreed that **GRAND JURY** may require that **CPA** audit such additional departments, districts, funds and programs as it deems necessary to fulfill its function under Section 925 of the Penal Code, with

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

the concurrence and approval of the Superior Court of the State of California for the County of Mariposa. Additional compensation shall be paid to **CPA** upon the same basis as set forth in Paragraph XI herein.

XIII. **CPA** shall bear the typical office material and equipment costs necessary for the production of the final audited financial statements and reports. **CPA** shall bear all travel, meal and lodging costs associated with the audit of programs as defined in Paragraph I.

XIV. It is further understood and agreed that the **GRAND JURY** shall require that the **CPA** report as to the adequacy of the independent audit of the records and accounts of the Special Districts that are administered by the Mariposa County Board of Supervisors. There are thirteen Special Districts with combined appropriations of approximately 3.2 million.

XV. Furthermore, it is mutually agreed the Board of Supervisors of **COUNTY** or the **GRAND JURY** may terminate this **AGREEMENT** at any time. However, if only **GRAND JURY** or **COUNTY** terminate this **AGREEMENT**, the party not terminating the **AGREEMENT** may enter into a new **AGREEMENT** within twenty (20) days after such termination, with **CPA** to complete the audit on the same terms, conditions, and payments as set forth herein, but omitting the party which terminated the **AGREEMENT**. If said party does not enter into such a new agreement within said twenty (20) day period, **CPA** shall be entitled to receive pro-rata payment for the services which it has rendered prior to the notification of such termination.

XVI. Completion of all reports detailing the audit of **COUNTY's** financial statements shall be submitted to the **GRAND JURY** and the **COUNTY** no later than March 15th following the close of the prior fiscal year ending June 30th. For the four year contract described in this **AGREEMENT**, those dates would be March 15, 2017, March 15, 2018, March 15, 2019, and March 15, 2020. However, all transportation and transit related reports shall be completed on December 15th of each year following the close of the prior year ending June 30th due to special reporting guidelines set forth by the State of California.

XVII. **CPA** shall file thirty (30) copies of the General Purpose Financial Statement Audit and the Single Audit Report as follows:

- Five (5) copies for the **GRAND JURY**.
- Five (5) copies of the Board of Supervisors.
- Eight (8) copies for the County Auditor (includes other departments and various outside agencies).
- Twelve (12) copies to be filed with various State and Federal agencies.

CPA shall file copies of the management report as follows:

- Twenty (20) copies for the County Auditor who will distribute to appropriate departments.

CPA shall file copies of the Transportation and Transit audits as follows:

- Fifteen (15) copies for the County Auditor who will distribute to appropriate departments and agencies.

XVIII. The final report shall contain at least the following:

1. An alphabetical index of **COUNTY** officials and departments.
2. An Independent Auditor's Report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

COUNTY, as of and for the year ended June 30, and the related notes to the financial statements, which collectively comprise the **COUNTY**'s basic financial statements. If **CPA** is unable to render an unqualified opinion and a qualified opinion is given, the reasons for such qualifications shall be fully explained.

3. Financial statements consisting of the Government-Wide Statement of Net Position, Statement of Activities, Balance Sheets and Statements of Revenues, Expenditures, and Changes in Fund Balance of all major and other governmental funds, and Balance Sheets and Statements of Revenues, Expenses and Changes in Net Position of each major proprietary fund and other enterprise funds.
4. All other exhibits, schedules, and other data necessary for proper presentation of the results of the examination.
5. Comments on the following:

    - Any indication of the misappropriation of public money or irregular disbursements. In addition, the **CPA** shall submit an immediate oral or written report to **GRAND JURY** upon discovery of such indication of misappropriation or irregular disbursements.
    - The effectiveness of the accounting systems and the internal control features, including testing of budget appropriations and funds to see that they are being properly accounted for.
    - Any improper maintenance or non-maintenance of required books, records, or accounts pertaining to financial transactions.
    - The action taken, if any, on those recommendations contained in the previous fiscal year **GRAND JURY** report.

XIX. It is further agreed by and between the parties hereto that in the event **CPA** performs services under this **AGREEMENT** that are subsequently determined not to be charges against the **COUNTY**, neither **COUNTY**, the **GRAND JURY** or any of its members shall be held liable for any such expenditures.

XX. **CPA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **CPA** or **CPA's** assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. **CPA** agrees to maintain a policy of personal liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. It is understood that the duty of **CPA** to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by **COUNTY** of insurance certificates and endorsements required under this **AGREEMENT** does not relieve **CPA** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this **AGREEMENT**, **CPA** acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

XXI. Professional Liability Coverage: **CPA** shall provide proof of professional liability coverage satisfactory to **COUNTY** prior to commencing work under the **AGREEMENT.**

XXII. Termination of Funding: **COUNTY** may terminate this **AGREEMENT** with 30 days' notice upon determination that there is insufficient funding for this **AGREEMENT** per California State Constitution Article XVI, Section 18.

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

XXIII. This **AGREEMENT** requires the approval of the Board of Supervisors of the **COUNTY**, the **GRAND JURY**, and of the Superior Court of the State of California in and for the **COUNTY** in order to become effective.

IN WITNESS WHEREOF, the parties hereto have cause for this **AGREEMENT** to be executed as of the day and year hereinafter written.

SMITH & NEWELL

Date: 04-06-2016

By: Marilee Smith

Printed: MARILEE SMITH

Title: PARTNER

2015-16 MARIPOSA COUNTY GRAND JURY

Date: 5-2-16

By:

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: John Carrier

JOHN CARRIER
Title: Chairman
Mariposa County Board of Supervisors

Attest:

Rene' LaRoche

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem

STEVE DAHLEM
County Counsel

The foregoing is hereby approved this 5TH day of MAY, 2016.

DANA WALTON
Judge of the Superior Court of the State of California
In and for the County of Mariposa

Attachment: Original Agreement with Smith & Newell (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith &

County of Mariposa

Proposal to Provide
Independent Audit Services

Proposal Date: December 29, 2015

SMITH & NEWELL
CERTIFIED PUBLIC ACCOUNTANTS
CONTACT: MARILEE SMITH, CPA PARTNER
950 THARP ROAD, SUITE 502
YUBA CITY, CA 95993
(530) 673-9790
SMITHNEW@SBCGLOBAL.NET

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

COUNTY OF MARIPOSA
TABLE OF CONTENTS

Page

Letter of Transmittal. 1-2

Technical Proposal

1. Firm Profile. 3-5
   - Our Practice
   - Computer Capabilities
   - References

2. Audit Team. 6-12
   - Your Audit Team
     - Marilee Smith, CPA, Partner
     - Norman Newell, CPA, Partner
     - Matt Davis, CPA
     - Susan Beeter, CPA
     - Carrie Schroeder, CPA
   - Continuing Professional Education
   - Commitment to Maintain Continuity of Staff

3. Audit Scope and Program. 13-20
   - Scope of Services
   - Management Responsibilities
   - Audit Procedures - General
   - Audit Procedures - Internal Control
   - Audit Procedures - Compliance
   - Audit Approach
   - Management Report
   - Other Requirements
   - Audit Approach
   - Audit Methodology and Estimated Time Frame
   - Required Reports
   - Estimated Completion Dates

4. Cost Data. 21-22
   - Estimated Hours and Standard Hourly Rate
   - Summary of Total Not to Exceed Costs
   - Additional Professional Services

5. Additional Data. 23-24
   - Peer Review
   - Practice Management and Staff Capacity
   - Independence
   - Insurance

Appendix A: Firm Resume

Appendix B: Peer Review

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

SMITH & NEWELL

CERTIFIED PUBLIC ACCOUNTANTS

December 29, 2015

County of Mariposa
Auditor Controller
4982 10th Street
Mariposa, CA 95338

Smith & Newell, CPAs is pleased to submit our proposal to provide the County of Mariposa professional audit services for the fiscal years ending June 30, 2016, 2017, 2018 and 2019. We believe that our technical approach and staffing plan described herein respond fully to the County's needs.

We have presented in the following audit proposal our understanding of the County's requirements. We believe our qualifications, our proposed work plan, and our experience with auditing counties uniquely qualify Smith & Newell to provide the quality and scope of audit the County requires. We commit to performing the work within the required time periods.

We estimate that the total maximum fee for the various financial and compliance audits of the County as set forth in the Scope of Services section of this proposal will not exceed the following:

	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019
County Financial Audit	$ 44,000	$ 45,750	$ 47,500	$ 49,250
Audit of Federal Expenditures	6,000	6,100	6,200	6,300
Transportation Commission Financial And Compliance Audit	2,200	2,250	2,300	2,350
Transit Financial and Compliance Audit	2,200	2,250	2,300	2,350
Transportation Commission Performance Audit	-	2,700	-	-
Transit Performance Audit	-	2,100	-	-
Total Maximum Fee	$ 54,400	$ 61,150	$ 58,300	$ 60,250

The following individuals are authorized to make representations for Smith & Newell CPAs:

Marilee Smith, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790

Norman Newell, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790

950 THARP ROAD, SUITE 502 YUBA CITY, CA 95993 TEL: (530) 673-9790 FAX: (530) 673-1305 SMITHNEW@

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

As the partner signing this proposal I can legally bind the firm and represent that our proposal will remain firm throughout the selection process.

In summary, we believe that Smith & Newell provides you with outstanding qualifications. We are committed to performing the work within the time periods established and meeting the required delivery date of your annual audit reports. Partner involvement and experienced staff are key to the audit's success. The partners spend time at the County to ensure communication lines remain open, to ensure there is an ongoing consistency of staff, and to ensure that the County's needs are met. Our staff, who will be assigned to the County's audit, are experienced governmental professionals that have experience with many county audits as well as with the County of Mariposa. Each of our staff bring experience that allows for a new outlook to the audit with innovative suggestions to improve quality and efficiency.

We believe that we are the best selection for the County. We feel the choice of an audit firm should be primarily based upon staff. We have an extremely low percentage of key employee turnover and we are confident that we will provide the County with consistent staff over the contract period.

We hope that as you read through this proposal, you recognize the philosophy of our firm which is to provide each of our clients with exceptional service, experienced staff, and an audit approach that will fit their needs. Our dedication to quality, professional standards and service has been the guiding force in our firm since its inception in 1988. Thank you for providing us the opportunity to present our proposal. This is a firm and irrevocable offer for 60 days. As the partners in the firm of Smith & Newell CPAs, Marilee Smith and Norman Newell are authorized to make representations for the firm. If you have any questions concerning this proposal, please contact us at (530)673-9790, smithnew@sbcglobal.net or fax (530)673-1305.

Very Truly Yours,

Smith & Newell, CPAs

By:

Marilee Smith, CPA
Partner

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

SECTION 1

FIRM PROFILE

Our Practice

Smith and Newell is a local CPA firm located in Yuba City, California. We are a general partnership providing auditing, accounting, tax, consulting and other services. These services are provided to a variety of clients in government and nonprofit organizations as well as corporations, partnerships and individuals. Currently our firm consists of six professionals and two administrative personnel. The professional staff that we will use for the County of Mariposa audit consists of two partners, one manager and two supervisors.

Smith and Newell has an extremely low percentage turnover of key professional staff. Thus, our staff has a unique blend of experience, technical knowledge, and management expertise which can only be found in a firm that has maintained consistency of staffing. We feel this is an important aspect of our practice that enables us to provide our clients with the highest quality product available. We specialize in governmental auditing including federal grant programs and unique areas specific to government.

As the partners in the firm of Smith & Newell, we have a commitment to maintain a "hands on" approach to our governmental audits. We actively participate in all phases of each engagement and feel that because of this policy we are able to offer you a high quality audit at a reasonable price.

In addition to audit services, Smith & Newell provides general accounting services as well as tax consulting, tax preparation and a variety of consulting services. We have a track record of providing practical recommendations with realistic considerations of the operating environment and organizational resources. Even the best run organization has potential areas for productivity improvements. We can assist in identifying these opportunities to improve operational efficiency and effectiveness.

Computer Capabilities

Our firm uses specialized software to automate the audit process and our staff is trained in its use. We have software to generate financial statements, working trial balances, audit work papers, tax schedules, perform various analytical review procedures, and produce budget and cost data for the audit engagement. The latter has been a particularly useful tool in controlling the progress of an engagement by ensuring that time is being

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

allocated to each area in accordance with the audit plan and that deviations are quickly identified and corrected.

References

Smith & Newell is proud of our high percentage of retained clients. We encourage you to contact our clients and get their feedback regarding our service, staff, partner involvement and our ability to meet strict time lines. Included in Appendix A is a list of governmental clients we have audited in the last five years. Following are several clients with phone numbers for contact purposes, however, any of our clients may be contacted for references.

COUNTY OF CALAVERAS

Scope of Services:

Comprehensive Annual Financial Report, Single Audit, Treasury Oversight Compliance Audit, Abandoned Vehicle Abatement Service Authority and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2011 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

Rebecca Callen, Auditor-Controller, (209)754-6348, rcallen@co.calaveras.ca.us

COUNTY OF COLUSA

Scope of Services:

Annual Financial Report, Treasury Oversight, Single Audit and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2001 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

Peggy Scroggins, Auditor Controller, (530)458-0400, pscroggins@countyofcolusa.org

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

COUNTY OF TEHAMA

Scope of Services:

Annual Financial Report, Single Audit, Abandoned Vehicle Abatement Service Authority, Treasury Oversight and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2008 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

LeRoy Anderson, Auditor-Controller, (530)527-3474, landerson@tehama.net

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 2

AUDIT TEAM

A quality audit demands quality people, and we have those people. The audit for County of Mariposa requires a team with experience and skills in large scale engagements, public sector work, advanced audit techniques and technology, as well as current applications of generally accepted accounting principles relevant to governments. The professionals we will use to staff your audit team will have the requisite skills and understanding necessary to provide you with a well-run and comprehensive audit. All key staff are independent from the County of Mariposa as defined by generally accepted auditing standards and they are licensed to practice in the State of California.

Your Audit Team

Your audit team is committed to ensuring that:

- You will be kept informed of all relevant accounting and reporting developments.
- Our work is conducted in an organized and efficient manner which will minimize interference with normal County operations.
- All issues, current and prospective, are dealt with on a timely basis.
- Significant matters are communicated to County officials as appropriate.

Marilee Smith and Norman Newell will be responsible for the management of this audit. Both partners actively participate in all phases of the audit. They are present during the fieldwork as well as available during the year for continued communications.

Continuing Education

In compliance with Generally Accepted Government Auditing Standards, our firm administers a program to ensure that all professional staff members meet continuing professional education (CPE) requirements. Since a large percentage of Smith & Newell's client base includes governmental entities, we are aware of the strict educational guidelines required by the "Yellow Book", Government Auditing Standards, published by the U.S. General Accounting Office. As part of our quality control program, we ensure that all members of the audit team complete a minimum of 80 hours of continuing professional education every two years, of which 24 must relate directly to government.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Commitment to Maintain Continuity of Staff

Our firm believes in maintaining the same management team and staff throughout the term of our contract with your County. Many of our clients, as well as prospective clients, ask for our firm to maintain continuity of staff. We understand that having a continuity of auditors minimizes the time that County personnel must commit to educating auditors about where accounting records are filed and explaining County operations. From a business perspective, Smith & Newell also would prefer to maintain continuity of staff as our firm would be more efficient and effective when conducting the audit of your County. Thus, we commit to staffing your engagement with the same auditors from the previous year to the extent they are employed by our firm.

Resumes

A resume for each of the members of the firm audit team who will be participating in the audit is included in the following section.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

MARILEE SMITH, CPA, PARTNER
RESUME

POSITION

Marilee is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico

BACKGROUND

Marilee has over 30 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, she has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Marilee has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013	
Governmental	33
Accounting & Auditing/Fraud	16
Tax	8
2014	
Governmental	32
Accounting & Auditing/Fraud	16
Tax	8
2015	
Governmental	32
Accounting & Auditing/Fraud	16
Tax	8
Ethics, Regulatory & Review	6

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Marilee actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

NORMAN NEWELL, CPA, PARTNER
RESUME

POSITION

Norm is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from University of California, Cal Poly and a second Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico.

BACKGROUND

Norm has over 25 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, he has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs. .

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Norm has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013	
Governmental	48
Accounting & Auditing/Fraud	16
Tax	32
2014	
Governmental	40
Tax	40
2015	
Governmental	48
Tax	32
Ethics, Regulatory & Review	6

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Norm actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

MATT DAVIS, CPA, MANAGER
RESUME

POSITION

Matt is a manager in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from Harding University, Arkansas

BACKGROUND

Matt has over 12 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a manager in Smith & Newell, he has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs. .

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Matt has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013	
Governmental	32
Accounting & Auditing/Fraud	24
Tax	8
2014	
Governmental	37
Accounting & Auditing/Fraud	8
Tax	8
2015	
Governmental	34
Accounting & Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Matt actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

SUSAN BEETER, CPA, SUPERVISOR
RESUME

POSITION

Susan is a supervisor in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree in Accounting from North Dakota State University

BACKGROUND

Susan has over 10 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a supervisor in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Susan has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013	
Governmental	32
Accounting & Auditing/Fraud	16
Tax	8
2014	
Governmental	32
Accounting & Auditing/Fraud	16
Tax	8
2015	
Governmental	38
Accounting and Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Susan actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

CARRIE SCHROEDER, CPA, SUPERVISOR RESUME

POSITION

Carrie is a supervisor in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from California State University Sacramento

BACKGROUND

Carrie has over 8 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a supervisor in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts, grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Carrie has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013	
Governmental	20
Accounting & Auditing/Fraud	24
Tax	8
Ethics	8
2014	
Governmental	24
Accounting & Auditing/Fraud	16
Tax	16
2015	
Governmental	32
Accounting & Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Carrie actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

SECTION 3

AUDIT SCOPE AND PROGRAM

Basic Financial Statements

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Mariposa as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Mariposa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Mariposa's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary information other than RSI, such as the combining nonmajor fund statements will also accompany County of Mariposa's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Based on information that the County provides, we will perform nonaudit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

Single Audit

We will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the County and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. We will issue our report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and our report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

County Transportation Reports

We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the County, as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, we will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audit will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Management Report

We may issue a management report if issues are noted where improvements could be implemented. We believe that management reports are a fundamental and useful product of our professional services. In addition to communicating weaknesses in accounting and administrative controls, the primary objective of the management letter is to provide suggestions for improvements of fiscal operations. With the experience and knowledge that Smith & Newell personnel have gained from auditing the government sector, we believe that our management report comments will be extremely helpful to your management, Board of Supervisors and audit committee.

Our approach will be to develop management advice which will help the County to carry out the financial aspects of its varied operations and, more specifically, meet government reporting requirements. Our management report will, of course, cover any instances we encounter of noncompliance with laws, regulations, and agreements relative to accounting and financial reporting. But, more importantly, it will deal with recommendations for improvements in the areas of financial management, data processing operations, accounting procedures, and internal controls. Should there be any conditions discovered which lead to the belief that material errors, defalcations, and/or circumstances may exist, that require extended services, we will promptly advise the County. Our audit approach also includes a review, on a rotational basis, of each major County office or department which receives and/or disburses money. As a result of this approach, we are often in a position to offer observations or suggestions on the flow of data and financial information to management and to make recommendations regarding the strengthening of internal controls and administrative efficiency.

Other Requirements

We will produce the required number of copies of the reports for the County and transmit the reports to the State Controller's Office. We will also prepare for the County Auditor Controller's signature the data collection reporting package for submission to the Single Audit Clearinghouse.

Audit Approach

Our audit approach is different from the traditional approach in many respects. It recognizes that most audit objectives can be achieved by a number of different approaches. The important consideration is to perform the audit as effectively and efficiently as possible. Since all organizations are unique, very few audits can be performed using identical work plans. Our audit process provides a means to respond appropriately to the major requirements of each audit so that audit effort is placed where audit risks and significance are the greatest.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

This audit approach offers several distinct advantages over the more traditional techniques. Those particularly important to County of Mariposa include:

- **An emphasis on planning** - Our approach emphasizes comprehensive audit engagement planning. Additional areas we cover during this phase of the audit are: a complete review of the reports, including new GASB updates; a planning meeting with the County to discuss County and our staff assignments and timing.
- **Use of audit preparation schedule** - We will provide County management with a detailed list of items that will be needed from County personnel to facilitate a timely delivery of professional services. The list will identify in detail, items that will help County management prepare to be audited by our firm.
- **Use of government specific software programs** - Our firm uses software specifically designed to meet the reporting needs of governmental entities. We prepare preliminary reports before we actually begin audit fieldwork and have the capability to quickly and easily make adjustments as required. This permits us to produce timely final audited financial statements.
- **Emphasis on training and retention of experienced staff** - Governmental accounting is an increasingly complex area and we fully recognize the need for trained and experienced staff. All of the staff we will use on the Mariposa County audit have extensive experience and training.

Our auditors will employ procedures to test the County's compliance with the provisions of all applicable Federal, State and local statues, ordinances, administrative codes, rules or regulations, bond indentures, grant agreements, and other contractual obligations.

We understand our responsibilities and will communicate our progress to the County, including proper and timely notification of serious weaknesses in internal accounting control, material errors, and irregularities, should they exist. As a professional CPA firm, we will remain independent and objective during the engagement. In addition, we will retain all work papers for a minimum of seven years. The working papers will be available to authorized representatives of the County. We understand that the timely completion of our engagement is important. With the support of the County's personnel, we can commit to achieving all required deadlines.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Our audit approach is designed to concentrate on key controls and areas of risk. It anticipates the cooperation of County personnel without detracting significantly from their day-to-day responsibilities. We will carefully evaluate our use of County personnel to make sure that we use their time wisely and in the best interest of the County. The timing of our audit procedures can be modified to meet the County's workload patterns.

The approach that we have found to be most efficient is to organize the engagement by planning in advance. We send a list of items we will require at the time of audit to the County in the Planning Phase of the audit. We call this list a Client Preparation Schedule. This schedule will include typical audit documentation as well as requests for certain required disclosures such as pension and OPEB information.

We expedite the fieldwork portion of the engagement by having a staff of four experienced auditors, including at least one partner, present at all times during the scheduled fieldwork. This allows us to move quickly through our planned audit procedures and the involvement of the partners makes possible immediate resolution of any accounting questions or problems as they may arise.

We have developed and utilize computer resources specifically designed for audits of governmental agencies. Performing government audits is at the core of our audit practice. Because of this, we have resources included on every computer which provides assistance and immediate access to information necessary to perform the audit. These resources include model working papers, information on recommended auditing procedures for a variety of circumstances and sample reporting formats and disclosures. In addition, our financial statement formatting is linked to our working trial balances. Therefore, we have preliminary financial statements very early on in our engagement. This access to preliminary financial statements enables us to note unusual variances and refine our audit approach on a regular basis.

Audit Methodology and Estimated Time Frame

Our audit methodology for performing financial statement audits of government entities involves four phases - Planning, Internal Control, Testing and Reporting. These phases are summarized below along with the estimated time frame.

Phase I - Planning

This phase establishes our basic understanding and our initial planning. It is our intention to complete the planning phase as interim work in July each year. Smith & Newell will meet with the County to plan out the audit services for the year. These meeting will discuss any prior audit issues and the proposed interim work plan. The planning phase is handled primarily by managers and partners.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

- Establish an understanding with the County
- Schedule staffing and conduct staff fraud and discussion meeting
- Develop and expand understanding of the County's operations by review of prior year work papers, staff interviews and reviewing minutes
- Perform preliminary analytical procedures
- Determine planning and design materiality and tolerable misstatement
- Identify significant line items, accounts, assertions and required supplemental information
- Identify significant cycles, accounting applications, and systems
- Identify significant provisions of laws and regulations
- Identify risk factors
- Determine likelihood of effective information system controls
- Identify relevant operations controls to evaluate and test
- Prepare initial Audit Preparation Schedule and transmit to County

Phase II - Internal Control Phase

The timing of this phase is dependent on when the County has completed the initial Client Preparation Schedule and closed the County general ledger. It is our intention to complete the internal control phase in October or November of each year. The internal control phase is handled by manager and supervisor level staff, supervised by partners.

- Develop and expand understanding of information systems
- Identify control objectives
- Identify and understand relevant control activities for financial reporting as well as for single audit
- Determine the nature, extent, and timing of control tests and compliance
- Perform nonsampling control tests and test compliance
- Assess internal control on a preliminary basis
- Request Federal program expenditure schedule from County and determine major programs
- Request County trial balances
- Compile fund statements
- Documentation

Phase III - Testing Phase

The timing of this phase will be flexible to best accommodate the schedule of the County while keeping in line with statutory requirements**.** It is our intention to complete the testing phase in October or November of each year. The testing phase is handled by supervisor and manager level staff, supervised by partners.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

- Design the nature, extent, and timing of further audit procedures
- Design tests
- Perform tests and evaluate results
- Compliance tests including OMB A-133 major single audit programs
- Substantive procedures - overview
- Substantive analytical procedures
- Substantive detail tests
- Meet with County to discuss reports, pending items and observations
- Obtain legal representation letter and review for potential liability
- Documentation

Phase IV - Reporting Phase

The timing of this phase will be planned to enable us to meet the required due dates for the County's reports. It is out intention to complete the reporting phase in December of each year. The reporting phase involves participation by all staff levels with supervision and review by partners.

- Perform overall analytical procedures
- Reassess materiality and risk
- Evaluate misstatements
- Conclude other audit procedures and clear open items with County
- Determine conformity with applicable standards
- Complete comprehensive engagement review
- Compile draft reports for County review
- Incorporate County feedback, management representation letter and County prepared Transmittal letter and MD&A
- Finalize reports
- Make presentation to County Board of Supervisors
- Prepare Data Collection Forms for submission to the Federal Clearing House

Required Reports

We will conduct our audit in accordance with generally accepted auditing standards, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The Schedule of Expenditures of Federal Awards will be presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. In addition, we will provide a letter of findings and recommendations to management, based on our overall audit of the County's financial records, its system of internal controls and its accounting systems. We will conduct an audit and issue separate

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

financial statements for the Mariposa County Transportation Commission including the Mariposa County Transit Fund. We will conduct a triennial performance audit for both entities for the year ended June 30, 2017.

Estimated Completion Dates

It is our plan to begin fieldwork as soon as the County has the accounting records ready for audit. At the conclusion of our fieldwork we will issue draft reports for the County review. Upon receiving County approval of the draft financial reports, a County representation letter, a County Legal representation letter, approval of proposed audit adjustments and the County prepared Management Discussion and Analysis (MD&A) we will issue the required final reports.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

SECTION 4

COST DATA

Based upon our understanding of your needs as described in your request for proposal and outlined in the Scope of Services section of this proposal, the estimated hours and proposed maximum fees follows:

Estimated Hours and Standard Hourly Rate

Identification of Audit Team By Classification	Standard Hourly Rate	Estimated Hours
Partner	$ 150	100
Manager	120	100
Supervisors	100	154
Staff Accountant	80	90
Administrative Assistant	60	80
		524

We estimate a total of 524 hours annually, plus an additional 45 hours for the Transportation/Transit Performance Audits in 2017.

Summary of Total Not to Exceed Cost

The estimated summary of total not to exceed cost per engagement is as follows:

	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019
General County Audit	$ 44,000	$ 45,750	$ 47,500	$ 49,250
Audit of Federal Expenditures	6,000	6,100	6,200	6,300
Transportation Commission Financial And Compliance Audit	2,200	2,250	2,300	2,350
Transit Financial and Compliance Audit	2,200	2,250	2,300	2,350
Transportation Commission Performance Audit	-	2,700	-	-
Transit Performance Audit	-	2,100	-	-
Total Maximum Fee	$ 54,400	$ 61,150	$ 58,300	$ 60,250

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Additional Professional Services

If it should become necessary for the County to request Smith & Newell, CPAs to render any additional services to either supplement the services described in this proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and Smith & Newell, CPAs.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

SECTION 5

ADDITIONAL DATA

Peer Review

Our firm is devoted to quality, and we have taken extra steps to ensure that we meet the highest professional standards of quality. Every three years, our quality controls are examined by specially trained CPAs from other firms. Results of these reviews, called peer review reports, are available to the public, and a copy of our most recent peer review report is included in Appendix B to this proposal.

We are pleased that we have received an unqualified opinion on all of our reviews, meaning that our firm adheres to the most rigorous criteria of our profession for CPA firms.

Those criteria were established by the Division of CPA Firms of the American Institute of CPAs. Peer review is one of the requirements for membership in the Division, which was organized in 1977. We have become a member because we believe that anything a firm can do to improve quality should be done.

Practice Management and Staff Capacity

We manage our firm very carefully to avoid scheduling and deadline problems. We summarize the previous year activity early in the current year and perform assessments of the coming engagements. Decisions are made at this time regarding increasing staff and continuing education requirements. As the year progresses, clients are added and schedules are fine tuned. This is the time when an emphasis is put on training and preparing for the audits. At this time we update our annual checklists to ensure that all new developments are adequately covered. We review all new pronouncements and coordinate our planned audit approach with the appropriate cognizant agency. We also review prior year reports to ensure that we are able to focus on areas of particular concern. Because of this planning, we are able to commit and maintain key staffing, both number and level required to successfully conclude an engagement of this magnitude.

Independence

Smith & Newell meets the independence standards of the GAO Government Auditing Standards (1994 revision) and the American Institute of Certified Public Accountants Code of Ethics.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Insurance

All employees of the firm are covered by Worker's Compensation Insurance and the firm maintains $1,000,000 in professional liability insurance. Prior to execution of the contract, verification of all other required insurance will be provided.

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

APPENDIX A: FIRM RESUME

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

FIRM RESUME
(Last Five Years)

Cities (Including Single Audits)
- City of Auburn
- City of Biggs
- City of Colusa
- City of Grass Valley
- City of Jackson
- City of Lincoln
- City of Live Oak
- City of Nevada City

Counties (Including Single Audits)
- County of Calaveras
- County of Colusa
- County of Del Norte
- County of Glenn
- County of Lake
- County of Mariposa
- County of Nevada
- County of Plumas
- County of Siskiyou
- County of Tehama

Redevelopment Agencies/Housing Authorities
- City of Grass Valley Redevelopment Agency
- City of Live Oak Redevelopment Agency
- Regional Housing Authority of Sutter and Nevada Counties
- Nevada County Housing Authority

Transportation Audits
- Colusa County Transportation Commission/Transit
- Lake County/City Area Planning Council
- Mariposa County Transportation Commission/Transit
- Plumas County Transportation Commission/Transit

Other Audits
- Yuba Sutter Economic Development Corporation
- Yuba Sutter United Way
- North Valley Behavioral Health
- Willow Glen Counseling Center
- Counseling Solutions
- Children and Families First - Mariposa County
- Children and Families First - Plumas County

Special Districts
- Bertsch Oceanview Community Service District
- Big Rock Community Service District
- Big Springs Irrigation District
- Border Coast Regional Airport Authority
- Brophy Water District

Special Districts (Continued)
- Butte Valley Fire Protection District
- Central Valley Rice Growers Assoc.
- Colusa Basin Drainage District
- Colusa County Water District
- Colusa Resource Conservation District
- Copco Lake Fire Protection District
- Crescent Fire Protection District
- Del Norte County Library District
- Del Norte Solid Waste
- Drainage District No. 100
- Etna Cemetery District
- Feather Water District
- Fort Dick Fire Protection District
- Gilsizer County Drainage District
- Happy Camp Fire Protection District
- Hidden Valley Lake CSD
- Higgins Fire Protection District
- Hornbrook Fire Protection District
- Hunter Valley Community Service District
- Kelseyville Fire Protection District
- Klamath Community Service District
- Knights Landing Ridge Drainage District
- Lake County Fire Protection District
- Lake of the Pines Ranchos Community Services
- Lakeport Fire Protection District
- Levee District No. 1
- Levee District No. 9
- Live Oak Cemetery District
- Mariposa Resource Conservation District
- Maxwell Public Utility District
- Mayten Fire Protection District
- Mt. Shasta Fire Protection District
- Mystic Mine Community Services District
- North San Juan Fire Protection District
- Ophir Hill Fire Protection District
- Picard Cemetery District
- Reclamation District No. 108
- Reclamation District No. 1500
- Redwood Park Community Service District
- Rough & Ready Fire Protection District
- Sacramento River Westside Levee District
- Scott Valley Irrigation District
- Smith River Community Service District
- Smith River Fire Protection District
- South Sutter Water District
- Sutter Basin Fire Protection District
- Sutter Cemetery District
- Sutter Community Services District
- Sutter Mutual Water Company
- Sutter Resource Conservation District
- Yolo County Water Control and Conservation District
- Tulelake Multi-County Fire Protection District

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX B: PEER REVIEW

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

Constance Coughlan, CPA
www.mccoughlan.com
constance@mccoughlan.com

Member:
American Institute of CPAs
California Society of CPAs
Hawaii Society of CPAs
Oregon Society of CPAs

1250 Main Street, Suite 290
Napa, California 94559
707 255-0677
Fax 707 255-0687

November 16, 2012

System Review Report

To Smith & Newell, CPAs and the Peer Review Committee
of the California Society of Certified Public Accountants

I have reviewed the system of quality control for the accounting and auditing practice of Smith & Newell, CPAs (the firm) in effect for the year ended May 31, 2012. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included audits under *Government Auditing Standards.*

In my opinion, the system of quality control for the accounting and auditing practice of Smith & Newell, CPAs in effect for the year ended May 31, 2012 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Smith & Newell, CPAs has received a peer review rating of *pass*.

Constance Coughlan

Constance Coughlan, CPA

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

Attachment: Original Smith & Newell Proposal (RES-2021-408 : Approve Addendum to Mariposa County Audit Agreement with Smith & Newell)

THIS PAGE INTENTIONALLY LEFT BLANK

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2020-370

MEETING: July 7, 2020

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Addendum to Mariposa County Audit Agreement with Smith & Newell

---

RECOMMENDATION AND JUSTIFICATION:
Approve an addendum to the Mariposa County Audit Agreement with Smith & Newell to conduct the audit for fiscal year 2019/2020 in a amount not to exceed $66,340; and authorize the Board of Supervisors Chair to sign the addendum.

Government Code 12410.6(b) requires that the lead partner of a CPA firm be changed every six years, however the Auditor's Office has obtained a waiver for this requirement from the California State Controller. Due to an increase in workload resulting from COVID, as well as preliminary work on new property tax and ERP systems, the Auditor's Office would like to extend the current agreement with Smith & Newell for one additional year to conduct required audits of the County's financial statements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 19, 2016 the Board passed Resolution 2016-171 to approve a four year Audit Agreement with Smith and Newell.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this addendum to extend audit services for FY 19/20. The Auditor's Office will need to find another CPA firm to conduct the audit which could delay the completion of audited financial statements.

FINANCIAL IMPACT:
The cost of this addendum will be budgeted in FY 20-21.

ATTACHMENTS:
Mariposa County Addendum to Audit Agreement (PDF)
Original Agreement with Smith & Newell (PDF)
Original Smith & Newell Proposal (PDF)
Mariposa County Audit Rotation Waiver Approval Letter (PDF)

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

Resolution - Action Requested 2020-370

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey
EXCUSED: Merlin Jones, Kevin Cann

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

RES. NO. 20-370

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and among Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", the COUNTY OF MARIPOSA, hereinafter referred to as "COUNTY", and the GRAND JURY OF THE COUNTY OF MARIPOSA, hereinafter referred to as "GRAND JURY", this 28th day of July, 2020, and affects Scope of Services Required of the original proposal dated December 29, 2015 and approved by the Mariposa County Audit Agreement, Board Resolution 16-171, on May 5, 2016 (copy attached).

WITNESSETH:

This contract is hereby amended as follows:

SCOPE OF WORK: AUDITOR shall audit the fiscal records of the County of Mariposa for the fiscal year ending June 30, 2020 in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

COMPENSATION: COUNTY shall pay to AUDITOR for services described herein a sum not to exceed the following:

Required Audit Services	2020 Maximum Fee
County Financial Audit	$ 49,250
Audit of Federal Expenditures	7,400
Transportation Commission Financial and Compliance Audit	2,400
Transit Fund Financial and Compliance Audit	2,400
Transportation Commission Triennial Performance Audit	2,750
Transit Fund Triennial Performance Audit	2,140
Grand Total	$ 66,340

TERMS: The term of the original contract shall be extended until June 30, 2021 for the services contemplated in this contract addendum.

All other sections of this contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year herein first above written.

2019-20 MARIPOSA COUNTY GRAND JURY

By _____

Title Foreperson Grand Jury

Date 6-23-2020

SMITH & NEWELL CPAs

By _____

Title Partner

Date 6-24-20

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

2019-20 MARIPOSA COUNTY BOARD OF SUPERVISORS

By _____

Title Board Chair

Date 7/28/2020

ATTEST:

_____

RENE LAROCHE

Clerk of the Board

JUDGE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MARIPOSA

By _____

Title Presiding Judge

Date 7/21/2020

APPROVED AS TO FORM:

_____

STEVE DAHLEM

County Counsel

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

RES NO. 16-171

MARIPOSA COUNTY AUDIT AGREEMENT

THIS AGREEMENT is made and entered into on the date or dates listed below written by and among Smith & Newell, hereinafter referred to as "**CPA**" and the County of Mariposa, hereinafter referred to as "**COUNTY**", and the Grand Jury of the County of Mariposa, hereinafter referred to as "**GRAND JURY.**"

Witnesseth:

I. That for and in consideration of the sum hereinafter agreed, for the fiscal years 2015/16, 2016/17, 2017/18 and 2018/19 to be paid to **CPA**, the **CPA** agrees to provide services for the **COUNTY** pursuant to provisions of Section 925 of the California Penal Code and Section 25250 of the California Government Code.

Penal Code Section 925 reads as follows:

> The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in the ex officio capacity as officers of the districts. The investigations may be conducted on some selective basis each year, but the grand jury shall not duplicate any examination of financial statements which has been performed by or for the Board of Supervisors pursuant to Section 25250 of the Government Code; this provision shall not be construed to limit the power of the grand jury to investigate and report on the operations, accounts and records of the officers, departments, or functions of the county. The grand jury may enter into a joint contract with the Board of Supervisors to employ the services of an expert as provided for in Section 926.

Government Code Section 25250 reads as follows:

> At least biennially the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law. The audit shall encompass the immediately preceding one-year period, or any portion thereof not included in a prior year audit. This financial audit may be performed in coordination with the investigations conducted by the grand jury under Section 925 of the Penal Code, or the Board of Supervisors may resolve to accept reports delivered pursuant to Section 933 of the Penal Code in lieu of its own separate examination if such reports are found to fulfill some or all of the requirements of this section. In connection with the requirements of this Section and Section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

The CPA will conduct an audit of the **COUNTY** for the period from July 1, 2015 to June 30, 2019 on a fiscal year basis, except as otherwise provided in the **AGREEMENT**, and as determined based upon the attached response to Request for Proposals, which is incorporated herein by reference. Specifically, the **CPA** shall provide reports on the following:

1. Financial Statement Audit.
2. Single Audit Report as described in OMB Circular A-133.
3. Transportation Development Act (Non-transit Purposes).
4. Triennial Transportation Performance Audits.
5. Transit Fund Audit.
6. Management Report.

CPA will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the **COUNTY** as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **COUNTY**'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of the engagement, **CPA** will apply certain limited procedures to **COUNTY**'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Supplementary information other than RSI, such as the combining non-major fund statements will also accompany **COUNTY**'s financial statements. **CPA** will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the **COUNTY** provides, **CPA** will perform non-audit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

CPA will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the **COUNTY** and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. **CPA** will issue a report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and a report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

CPA will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the **COUNTY**, as of June

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. CPA will conduct audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that CPA plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, CPA will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audits will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

CPA may issue a management report if issues are noted where improvements could be implemented.

II. CPA agrees to appear in person before the GRAND JURY, the Audit Committee, and/or the Board of Supervisor of the COUNTY at any time during the performance of the AGREEMENT, and to consult with and report as to the progress of the audit and all other matters pertaining thereto, when requested to do so by the GRAND JURY, the Audit Committee, the County Administrative Officer, or the Board of Supervisors.

III. CPA may consult with the County Counsel of the COUNTY on legal problems arising during the course of the audit.

IV. CPA shall consult with the County Administrative Officer of the COUNTY and the GRAND JURY concerning the preliminary findings of the audit as they are developed.

V. CPA shall commence all in a timely manner (assuming timely availability of records by COUNTY) allowing for orderly completion of the audit by March 15th following the close of each fiscal year ending at June 30th. All audits shall be completed, and final reports delivered, by March 15th with the exception of the "Transportation Audits" which require an audit report 180 days after the close of the fiscal year, (December 31st of the year following the close of the fiscal year). For the "Transportation Audits" all audits shall be completed, and final reports delivered, by December 15th. All audits shall be conducted according to those generally accepted auditing standards as recognized by the American Institute of Certified Public Accountants.

VI. CPA shall have access to and shall be permitted to use figures, tabulations, statistical schedules, and other data already assembled or prepared by the County Administrative Officer, the County Auditor, the County Treasurer, or the personnel of their respective offices for COUNTY purposes, but such statements shall not be copied verbatim and used as a representation of results of services for the final report of audit. This does not preclude the use of these statements in the audit report where acknowledgement is made that the County Auditor or the County Treasurer prepared them. Neither the County Auditor nor the County Treasurer nor any members of their respective staffs shall be employed by CPA in connection with the audit nor shall the County Auditor nor the County Treasurer nor any personnel in their respective

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

departments be called upon to perform any service other than the performance of the regular duties of their respective offices.

VII. **CPA** shall supervise the work of all persons selected by it. In the event **CPA** sub-contracts any portion of this work, **CPA** agrees to select only such auditing firms and certified public accountants as may be approved in writing by the **GRAND JURY** and the **COUNTY** prior to the performance of any work sub-contracted. Should the services of any personnel employed by **CPA** be, for any reason whatsoever, unsatisfactory to **GRAND JURY** or the **COUNTY**, such personnel shall be promptly removed from the assignment. Notice of such unsatisfactory performance shall be given in writing by **GRAND JURY** or the **COUNTY** to **CPA**, and shall be effective immediately upon receipt thereof. The term "personnel" as used herein includes auditing firms.

VIII. All books, records, figures, notes, materials, and information of every character, kind and description of the **CPA** or **CPA's** employees relating to this **AGREEMENT** shall be retained by **CPA** in confidential files for a period of five (5) years. Said records shall be made available at **CPA's** office during all regular business hours to the **COUNTY, GRAND JURY,** and State of California as approved by the **COUNTY** and to all subsequent grand juries and their respective agents for the requisite five (5) year period, after which said records may be burned or properly disposed.

IX. The audit, findings and reports of **CPA** shall be held as confidential by it and reported only to the **GRAND JURY** and the **COUNTY**. However, should **CPA** deem it essential to the completion or accuracy of this audit that it's examination or findings involving a particular department be revealed to or discussed with a department head, it may do so, provided the prior consent of the **COUNTY** is first obtained.

X. **COUNTY** shall pay **CPA** out of funds of said **COUNTY** for services herein specified for audits of the 2015/16, 2016/17, 2017/18, and 2018/19 fiscal years in the sum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00). Upon approval of **CPA's** statement by **GRAND JURY** and **COUNTY**, the sum as specified above shall be paid to **CPA** by the County Treasurer out of the General Fund of said **COUNTY** upon invoices approved and signed by the Mariposa County Administrative Officer. However, it is mutually understood/agreed that **COUNTY** shall not pay **CPA** more than said maximum of Two Hundred Thirty Four Thousand One Hundred Dollars ($234,100.00), for all services rendered pursuant to the **AGREEMENT**, except for such additional services as may be required by **GRAND JURY** or the **COUNTY**.

XI. In the event the audit develops irregularities or unforeseen conditions requiring investigation beyond the scope of the regular audit, a report of such conditions shall be made by **CPA** to **GRAND JURY** and the **COUNTY**. Should further investigations be authorized and directed by **GRAND JURY** or the **COUNTY**, additional compensation therefore:

1. Shall be paid to **CPA** at the hourly rates of each class of CPA, accountant, or clerical help as specified by the **CPA** in their original bid proposal delineating an hourly wage for such individual classes of CPA, accountant, and /or clerical assistance.
2. Shall be paid based on detailed invoice specifying the hours of service for each class of CPA, accountant, or clerical help engaged therein.
3. Shall be paid upon approval of the County Administrative Officer and drawn from the County Treasurer.

XII. It is further agreed that **GRAND JURY** may require that **CPA** audit such additional departments, districts, funds and programs as it deems necessary to fulfill its function under Section 925 of the Penal Code, with

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

the concurrence and approval of the Superior Court of the State of California for the County of Mariposa. Additional compensation shall be paid to CPA upon the same basis as set forth in Paragraph XI herein.

XIII. CPA shall bear the typical office material and equipment costs necessary for the production of the final audited financial statements and reports. CPA shall bear all travel, meal and lodging costs associated with the audit of programs as defined in Paragraph I.

XIV. It is further understood and agreed that the GRAND JURY shall require that the CPA report as to the adequacy of the independent audit of the records and accounts of the Special Districts that are administered by the Mariposa County Board of Supervisors. There are thirteen Special Districts with combined appropriations of approximately 3.2 million.

XV. Furthermore, it is mutually agreed the Board of Supervisors of COUNTY or the GRAND JURY may terminate this AGREEMENT at any time. However, if only GRAND JURY or COUNTY terminate this AGREEMENT, the party not terminating the AGREEMENT may enter into a new AGREEMENT within twenty (20) days after such termination, with CPA to complete the audit on the same terms, conditions, and payments as set forth herein, but omitting the party which terminated the AGREEMENT. If said party does not enter into such a new agreement within said twenty (20) day period, CPA shall be entitled to receive pro-rata payment for the services which it has rendered prior to the notification of such termination.

XVI. Completion of all reports detailing the audit of COUNTY's financial statements shall be submitted to the GRAND JURY and the COUNTY no later than March 15th following the close of the prior fiscal year ending June 30th. For the four year contract described in this AGREEMENT, those dates would be March 15, 2017, March 15, 2018, March 15, 2019, and March 15, 2020. However, all transportation and transit related reports shall be completed on December 15th of each year following the close of the prior year ending June 30th due to special reporting guidelines set forth by the State of California.

XVII. CPA shall file thirty (30) copies of the General Purpose Financial Statement Audit and the Single Audit Report as follows:

- Five (5) copies for the GRAND JURY.
- Five (5) copies of the Board of Supervisors.
- Eight (8) copies for the County Auditor (includes other departments and various outside agencies).
- Twelve (12) copies to be filed with various State and Federal agencies.

CPA shall file copies of the management report as follows:

- Twenty (20) copies for the County Auditor who will distribute to appropriate departments.

CPA shall file copies of the Transportation and Transit audits as follows:

- Fifteen (15) copies for the County Auditor who will distribute to appropriate departments and agencies.

XVIII. The final report shall contain at least the following:

1. An alphabetical index of COUNTY officials and departments.
2. An Independent Auditor's Report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

COUNTY, as of and for the year ended June 30, and the related notes to the financial statements, which collectively comprise the COUNTY's basic financial statements. If CPA is unable to render an unqualified opinion and a qualified opinion is given, the reasons for such qualifications shall be fully explained.

3. Financial statements consisting of the Government-Wide Statement of Net Position, Statement of Activities, Balance Sheets and Statements of Revenues, Expenditures, and Changes in Fund Balance of all major and other governmental funds, and Balance Sheets and Statements of Revenues, Expenses and Changes in Net Position of each major proprietary fund and other enterprise funds.
4. All other exhibits, schedules, and other data necessary for proper presentation of the results of the examination.
5. Comments on the following:

    - Any indication of the misappropriation of public money or irregular disbursements. In addition, the CPA shall submit an immediate oral or written report to GRAND JURY upon discovery of such indication of misappropriation or irregular disbursements.
    - The effectiveness of the accounting systems and the internal control features, including testing of budget appropriations and funds to see that they are being properly accounted for.
    - Any improper maintenance or non-maintenance of required books, records, or accounts pertaining to financial transactions.
    - The action taken, if any, on those recommendations contained in the previous fiscal year GRAND JURY report.

XIX. It is further agreed by and between the parties hereto that in the event CPA performs services under this AGREEMENT that are subsequently determined not to be charges against the COUNTY, neither COUNTY, the GRAND JURY or any of its members shall be held liable for any such expenditures.

XX. CPA shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CPA or CPA's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. CPA agrees to maintain a policy of personal liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. It is understood that the duty of CPA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by COUNTY of insurance certificates and endorsements required under this AGREEMENT does not relieve CPA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this AGREEMENT, CPA acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

XXI. Professional Liability Coverage: CPA shall provide proof of professional liability coverage satisfactory to COUNTY prior to commencing work under the AGREEMENT.

XXII. Termination of Funding: COUNTY may terminate this AGREEMENT with 30 days' notice upon determination that there is insufficient funding for this AGREEMENT per California State Constitution Article XVI. Section 18.

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

XXIII. This **AGREEMENT** requires the approval of the Board of Supervisors of the **COUNTY**, the **GRAND JURY**, and of the Superior Court of the State of California in and for the **COUNTY** in order to become effective.

IN WITNESS WHEREOF, the parties hereto have cause for this **AGREEMENT** to be executed as of the day and year hereinafter written.

SMITH & NEWELL

Date: 04-06-2016

By: Marilee Smith

Printed: MARILEE SMITH

Title: PARTNER

2015-16 MARIPOSA COUNTY GRAND JURY

Date: 5-2-16

By: [signature]

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: [signature]

JOHN CARRIER
Title: Chairman
Mariposa County Board of Supervisors

Attest:

[signature]
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

[signature]
STEVE DAHLEM
County Counsel

The foregoing is hereby approved this 5-7th day of May, 2016.

[signature]
DANA WALTON
Judge of the Superior Court of the State of California
In and for the County of Mariposa

Attachment: Board Resolution 2020-370 Approving an Addendum to the Mariposa County Audit Agreement (RES-2021-408 : Approve

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-409

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Second Amendment - Agreement with Central Star Behavioral Health for Inpatient Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement through the End of June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility have been $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an initial underestimate of costs, the first nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six counties. The Mariposa County share of the increased costs is $45,529. This has the potential to negatively impact cash flow for the CRU and requires the requested amendment.

On November 10, 2020, the Board of Supervisors approved the First Amendment to the Agreement through Resolution No. 2020-659 requesting that the rate be adjusted to reflect actual costs of $518.18 per day.

On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of HHSA received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health crisis response workers may

have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with cost sharing with the other participating counties.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
22-Central Star CRU Amend 02 - June 20 2021 (PDF)
CS - 1st Amendment 2021 Wsignatures (PDF)
CSBH - CRU Agmt. 2019 - Wsignatures (PDF)

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

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

SECOND AMENDMENT
TO
CONTRACT NO. 2018169
BETWEEN
MARIPOSA COUNTY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

THIS Amendment to Contract No2018169, is executed by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Central Start Behavioral Health, Inc., (hereinafter called “CONTRACTOR").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Mariposa County Board of Supervisors.

MODIFICATIONS:

a). Section 2, entitled "**TERM**", is amended to read add as follows:

The term of this Agreement shall commence on the first (1st) day of June, 2021, and continue until the thirtieth (30th) day of June, 2022, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE” or “TERMINATION FOR CAUSE”, as set forth elsewhere in this Agreement.

b). Section 12, entitled "**INSURANCE**", is amended to read as follows:

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if CONTRACTOR has an SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the COUNTY Risk Manager.

1. Commercial General Liability: $2,000,000 per occurrence and $4,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability (Errors and Omissions): $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit. Claims – made coverage requires CONTRACTOR to maintain a minimum of three (3) years extended reporting period or tail coverage.

5. Technology Professional Liability Errors and Omissions Insurance appropriate to the CONTRACTOR's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

   The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of the Agency may be

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage not less than $2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of CONTRACTOR.

B. INSURANCE CONDITIONS

1. Insurance is to be primary and non-contributory with any insurance of the COUNTY and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the COUNTY Risk Manager.

2. Each of the above required policies shall be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

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

4. If the CONTRACTOR uses Sub-CONTRACTORS or others to perform work under this contract, such Sub-CONTRACTOR or other persons shall be Named Insured or Additionally Insured to the CONTRACTOR's required insurance coverage, or required by the CONTRACTOR to comply with equivalent insurance and conditions of this Section.

c) Exhibit A is revised and replaced in its entirety.

d) Exhibit E is revised and replaced in its entirety.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

e) Exhibit R, “Section entitled “Rate” is amended as follows:

For the term June 1, 2018 through June 30, 2020, the rate is as follows:

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$371.02

For the term July 1, 2020 through June 30, 2022, the rate is as follows:

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$518.18

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to May 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since May 31, 2021, without there having been any interruption of the Agreement whatsoever.

Except as herein modified, all terms and conditions in said Agreement, as amended by the first amendment, dated November 10, 2020, as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

By _____
Marshall Long, Chair

_____
Date

CENTRAL STAR BEHAVIORAL
HEALTH, INC.

By _____
Kent Dunlap
Chief Executive Officer

_____
Date

APPROVED AS TO LEGAL FORM
MARIPOSA COUNTY COUNSEL

By _____
Deputy

_____
Date

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California Welfare & Institutions (W&I) Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligation under this contract.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the COUNTY without prior written authorization from the COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

The CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Mariposa County Behavioral Health and Recovery Services' Compliance and

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

Integrated Ethics Plan (CIEP).
COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.

CONTRACTOR shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 455.434 and other applicable State requirements based on the category of the provider.

The COUNTY shall not reimburse for past, present or future services rendered by individuals that were under employment by CONTRACTOR and have been excluded from federal and state participation.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

5. MONITORING

COUNTY will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer and appropriate state agency of any unusual occurrences or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within five (5) days of occurrence and, at the request of COUNTY and appropriate state agency, provide a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.

CONTRACTOR shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

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

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.

COUNTY's Quality Assurance Plan: The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. 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 MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

12. CREDENTIALING

If CONTRACTOR is performing Medi-Cal billable services under this Agreement, CONTRACTOR must follow COUNTY's credentialing and re-credentialing process for CONTRACTORS applicable staff and subcontractors.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

This process is required to be completed prior to reimbursement for Medi-Cal eligible services. The CONTRACTOR is responsible to notify the COUNTY of all treating providers, applicable administration, and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed. Once initial credentialing is completed, a re-credentialing process will occur no less than every three (3) years.

13. INSPECTION

Each CONTRACTOR/Consultant shall comply with the requirement that the subcontractor make all of 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 the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

The Department, 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).)

14. COMPLIANCE

The CONTRACTOR, and its subcontractors to the extent that the subcontractors are delegated responsibility by the CONTRACTOR for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse per 42 CFR §438.608.

If CONTRACTOR is unable to establish policies and procedures relating to compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Mariposa County Behavioral Health and Recovery Services' Compliance Plan.

15. WHISTLEBLOWERS

CONTRACTOR shall have policy and/or procedures to receive and investigate information from whistleblowers relating to the integrity of the CONTRACTOR or network providers receiving Federal funds under 42 CFR, Part 438.

16. CHILD ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, sub-contractors or agents performing service

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

under this contract report child abuse or neglect to a county welfare department as defined in California Penal Code, Section 11165.9.

17. ADULT ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, sub-contractors or agents performing service under this contract report adult abuse or neglect to a county welfare department as defined in California Penal Code, Section 11165.9.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

Exhibit E – HIPAA Business Associate Addendum

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement by and between the COUNTY and the CONTRACTOR (referred to hereafter as "Business Associate").

I. Recitals – STANDARD RISK

1. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

2. The County of Mariposa ("COUNTY") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

3. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

4. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

5. As set forth in this Agreement, "CONTRACTOR," here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.

6. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

7. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

8. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

II. In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures***. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.

B. ***Specific Use and Disclosure Provisions***. Except as otherwise indicated in this Addendum, Business Associate may:

1) ***Use and disclose for management and administration***. Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services***. Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards***. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

C. ***Security***. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents***. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to COUNTY and Individuals***. To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI***. To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. ***Internal Practices***. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. ***Documentation of Disclosures***. To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. ***Notification of Breach***. During the term of this Agreement:

1) ***Discovery of Breach***. To notify COUNTY ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Manager. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach***. To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Manager of:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and

iv. A description of the probable causes of the improper use or disclosure;

3) ***Written Report***. To provide a written report of the investigation to the COUNTY Compliance Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals***. To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Manager shall approve the time, manner and content of any such notifications.

5) ***COUNTY Contact Information***. To direct communications to the above referenced COUNTY staff, the CONTRACTOR shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the CONTRACTOR. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY
Compliance Manager P.O. Box 99 Mariposa, CA 95338 (209) 966-2000

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

K. ***Employee Training and Discipline***. To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Manager in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

5. Termination

A. ***Termination for Cause***. Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings***. Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

A. ***Disclaimer.*** COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate 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 being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation*.** The terms and conditions in this Addendum 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 Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival***. The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

H. ***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.

7. Business Associate Data Security Requirements

A. ***Personnel Controls***

1) ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose County PHI or PI must complete information privacy and security training, at least annually, at Business Associate'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 contract termination.

2) ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3) **Confidentiality Statement.** All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

Policies. The statement must be signed by the workforce member prior to access to COUNTY PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following contract termination.

4) ***Background Check.*** Before a member of the workforce may access COUNTY PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

B. ***Technical Security Controls***

1) ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store COUNTY PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY Information Security Office.

2) ***Server Security.*** Servers containing unencrypted COUNTY PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3) ***Minimum Necessary.*** Only the minimum necessary amount of COUNTY PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4) ***Removable media devices.*** All electronic files that contain COUNTY PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5) ***Antivirus software.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6) ***Patch Management.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

7) ***User IDs and Password Controls.*** All users must be issued a unique username for accessing COUNTY PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

   i. Upper case letters (A-Z)
   ii. Lower case letters (a-z)
   iii. Arabic numerals (0-9)
   iv. Non-alphanumeric characters (punctuation symbols)

8) ***Data Destruction.*** When no longer needed, all COUNTY PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9) ***System Timeout.*** The system providing access to COUNTY PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10) ***Warning Banners.*** All systems providing access to COUNTY PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11) ***System Logging*****.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for COUNTY PHI or PI, or which alters COUNTY PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If COUNTY PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12) ***Access Controls.*** The system providing access to COUNTY PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13) ***Transmission encryption.*** All data transmissions of COUNTY PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be

encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14) ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting COUNTY PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. ***Audit Controls***

1) ***System Security Review.*** All systems processing and/or storing COUNTY PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2) ***Log Reviews.*** All systems processing and/or storing COUNTY PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3) ***Change Control.*** All systems processing and/or storing COUNTY PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. ***Business Continuity / Disaster Recovery Controls***

1) ***Emergency Mode Operation Plan.*** CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic COUNTY PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2) ***Data Backup Plan.*** CONTRACTOR must have established documented procedures to backup COUNTY PHI to maintain retrievable exact copies of COUNTY PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore COUNTY PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY data.

E. ***Paper Document Controls***

1) ***Supervision of Data.*** COUNTY PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. COUNTY PHI or PI in paper

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2) ***Escorting Visitors.*** Visitors to areas where COUNTY PHI or PI is contained shall be escorted and COUNTY PHI or PI shall be kept out of sight while visitors are in the area.

3) ***Confidential Destruction.*** COUNTY PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4) ***Removal of Data.*** COUNTY PHI or PI must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

5) ***Faxing.*** Faxes containing COUNTY PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6) ***Mailing.*** Mailings of COUNTY PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of COUNTY PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

Attachment: 22-Central Star CRU Amend 02 - June 20 2021 (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-659

MEETING: November 10, 2020

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with Central Star Behavioral Health for Inpatient Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with Central Star Behavioral Health, Inc. to increase the Provisional Rate from $371.02 to a new amount not to exceed $518.18; and authorize the Board of Supervisors Chair to sign the amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility have been $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an underestimate of costs, the initial nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six-county consortium. The Mariposa County share of the increased costs is $45,529. This has the potential to negatively impact cash flow for the CRU and requires the requested amendment. Mariposa County Health and Human Services Agency requests that the rate be adjusted to reflect actual costs of $518.18 per day.

On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of HHSA received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric

Attachment: CS - 1st Amendment 2021 Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Resolution - Action Requested 2020-659

hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with cost sharing under the multi-county consortium agreement.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - Central Star Behavior Agreement 2021 Wcsignature (PDF)
Central Star CRU 20-21 Rate Request 6.20 (PDF)
CSBH - CRU Agmt. 2019 - Wsignatures (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: CS - 1st Amendment 2021 Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

RES. NO. 20[illegible]

FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES is made and entered into this 10th day of November 2020 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Central Star Behavioral, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated January 8, 2019, wherein **Contractor** agreed to provide inpatient services; and

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

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

1. Exhibit R – Crisis Residential Unit Scope of Work and Rate, is hereby amended to increase rate in *3000 Adult Crisis Residential (Mode 05/SFC 40-49)* from $371.02 to $518.18.

2. Except as herein amended, the Agreement dated January 8, 2019 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:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: CS - 1st Amendment 2021 Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-11

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Agreement with Central Star Behavioral Health for Special Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Central Star Behavioral Health, Inc. to provide inpatient services at the Merced Crisis Residential Unit (CRU); and authorize the Board of Supervisors Chair to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of Mariposa County Health and Human Services received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement.sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

The County does not operate psychiatric inpatient hospital facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there may come a time when someone is a danger to themselves or others and no bed space is available

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with the multi-county consortium agreement and may run the risk of forfeiture of funds from CHFFA Grant that allowed for the purchase of the crisis response vehicle.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Resolution - Action Requested 2019-11

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
CSBH Agreement 2019 CRU - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

RES. NO. 19-11

AGREEMENT FOR SPECIAL SERVICES
between

CENTRAL STAR BEHAVIORAL HEALTH, INC.
and
COUNTY of MARIPOSA

CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Central Star Behavioral Health, Inc., located at 1501 Hughes Way, Ste. 150, Long Beach, CA 90810, (hereinafter referred to as "CONTRACTOR").

WHEREAS, Merced County, Madera County, Mariposa County, Calaveras County, Tuolumne County, and Stanislaus County (hereinafter referred to as "COUNTIES") have obtained joint funding from the California Health Facilities Financing Authority (hereinafter referred to as "CHFFA") through the Investment in Mental Health Wellness Act of 2013; and

WHEREAS, the funding from CHFFA was used to establish a Crisis Residential Unit (CRU) in Merced County to provide mental health related services such as crisis residential treatment services (CRTS); and

WHEREAS, COUNTY, through its Mental Health Program, has need for CRTS for their consumers; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform services such as CRTS in the CRU as needed by COUNTY and its consumers; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for special services including CRTS; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide special services, such as CRTS, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. A copy of the Request for Proposal No. 7232 submitted proposal by CONTRACTOR to Merced County shall be provided upon request.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

herein:

Exhibit A -	Mental Health Additional Terms and Conditions
Exhibit E -	HIPAA Business Associate Addendum
Exhibit G -	Disclosure of Ownership & Controlling Interest Statement
Exhibit R -	Crisis Residential Unit Scope of Work and Rate
Exhibit X -	Crisis Residential Unit Additional Terms and Conditions

2. TERM

The term of this Agreement shall commence on the first (1st) day of February, 2019, and continue until the thirty first (31st) day of May, 2021, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONTRACTOR **at the rate set forth in Exhibit R, for all work detailed in Exhibits R and X.** No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. The Total Contract Price shall include all of COUNTY's compensation to CONTRACTOR, including reimbursement for all expenses incurred by CONTRACTOR in the performance of this Agreement. No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name:	Central Star Behavioral Health, Inc.
Address:	1885 Lundy Avenue, Suite 223
City/State/Zip:	San Jose, CA 95131

CONTRACTOR may request that COUNTY mail the check to CONTRACTOR, to such other address as CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. PRICING CONDITIONS

COUNTY agrees to pay CONTRACTOR for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONTRACTOR without formal approval of the COUNTY's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed **the rate and CRU services as set forth in Exhibit R—Crisis Residential Unit Scope of Work**

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

and Rate.

COUNTY shall not be responsible for any charges or expenses incurred by CONTRACTOR, its agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section 1, "SCOPE OF SERVICES," CONTRACTOR shall submit an invoice **within 30 calendar days of each invoice period,** detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the CONTRACTOR for payment, CONTRACTOR must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf) . Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY address shown under Section 7, "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the COUNTY of all tasks identified on the invoice.** Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR within thirty (30) days following receipt of a proper invoice.

In no event shall COUNTY be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
County of Mariposa
Attn: Chevon Kothari, Director
Health and Human Services Dept.
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000

CONTRACTOR
Central Star Behavioral Health, Inc.
Attn: Kent Dunlap, CEO
1501 Hughes Way Ste. 150
Long Beach, CA 90810
(310) 221-6336 Ext. 125
FAX: (310) 221-6350

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COUNTY, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

COUNTY may terminate this Agreement and be relieved of making any payments to CONTRACTOR, and all duties to CONTRACTOR should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as provided in Section 26, "REMEDY FOR BREACH AND RIGHT TO CURE." In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONTRACTOR and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: $2,000,000 per occurrence and $4,000,000 annual aggregate covering bodily injury, personal injury and property damage. COUNTY and its officers, employees and agents shall be endorsed to the policiy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

4. Professional Liability: $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

5. Cyber Liability: CONTRACTOR shall maintain a coverage of $500,000 for cyber liability, either as an endorsement to an existing policy of coverage or as a stand-alone policy.

B. Insurance Conditions

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY's Risk Manager.

2. Each of the above required policies shall be endorsed to provide COUNTY with 30 days prior written notice of cancellation. COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

3. Insurance is to be primary and non-contributory with any insurance of the COUNTY.

4. 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 the 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.

13. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of CONTRACTOR, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONTRACTOR will on request and at its expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

contractor in the performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to CONTRACTOR, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONTRACTOR shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, the last date of service, or termination of contract, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the CONTRACTOR.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

to the extent permitted by law, shall become the property of the COUNTY. CONTRACTOR may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONTRACTOR shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provisions of this Agreement to the personal satisfaction of COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

CONTRACTOR and COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Merced and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

COUNTY shall give CONTRACTOR notice of any breach of this Agreement. CONTRACTOR shall have thirty (30) days to cure said breach, or if such breach cannot reasonably be cured within thirty (30) days, to begin cure of the breach. Should CONTRACTOR be unable to cure said breach to COUNTY's satisfaction or fail to cure within a reasonable time, as determined in COUNTY's sole and absolute discretion, County shall retain the right to terminate for cause as set forth in Section 10, "TERMINATION FOR CAUSE." COUNTY decides whether CONTRACTOR shall fully reimburse COUNTY for all expenses necessary to cure breach or whether these expenses are deducted from the sum due to CONTRACTOR.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or entity without obtaining the prior written consent of COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase if goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Compensation due to CONTRACTOR from COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

[Signature page follows]

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA

By _____
~~Rosemarie Smallcombe~~, Chair
Board of Supervisors
Miles Menetrey

1-9-19
Dated

CENTRAL STAR BEHAVIORAL HEALTH, INC.

By _____
Kent Dunlap
Chief Executive Officer

12/17/2018
Dated

APPROVED AS TO LEGAL FORM:

By _____
Steven W. Dahlem
County Counsel

1-8-19
Dated

ATTEST:

By _____
Rene' LaRoche
Clerk of the Board

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California Welfare & Institutions (W&I) Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. CONTRACTOR shall not use identifying information for any purpose other than carrying out CONTRACTOR's obligation under this contract.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of CONTRACTOR shall control and be given effect.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Merced County Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.
CONTRACTOR shall be responsible to ensure and attest to that all providers or

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

any person with a 5 percent or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

COUNTY shall not reimburse for past, present or future services rendered by individuals that were under employment by CONTRACTOR and have been excluded from federal and state participation.

5. MONITORING

COUNTY will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer and appropriate state agency of any unusual occurrences or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within five (5) days of occurrence and, at the request of COUNTY and appropriate state agency, provide a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.
CONTRACTOR shall be responsible for the training of all appropriate staff on

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

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

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.

COUNTY's Quality Assurance Plan: COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. 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 MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

The provisions of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the Welfare and Institutions Code.

12. CREDENTIALING

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

If CONTRACTOR is performing Medi-Cal billable services under this Agreement, CONTRACTOR may be subject to Merced County's credentialing process which includes, but is not limited to:

- **Curriculum vitae**
- **Malpractice Insurance Certificate**
- **Copy of Current licensure**

This process is required to be completed prior to reimbursement for Medi-Cal eligible services. CONTRACTOR is responsible to notify the Merced County of all treating providers and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed. Once initial credentialing is completed, a re-credentialing process will occur no less than every three (3) years. Upon request, COUNTIES may be furnished with such information and documentation.

Rev. 03/28/2018

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Exhibit E – HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

B. The County of Mariposa ("COUNTY") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, "CONTRACTOR," here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.

F. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures***. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.

B. ***Specific Use and Disclosure Provisions***. Except as otherwise indicated in this Addendum, Business Associate may:

1) ***Use and disclose for management and administration***. Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services***. Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards***. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

C. ***Security***. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents***. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to COUNTY and Individuals***. To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. ***Documentation of Disclosures.*** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. ***Notification of Breach.*** During the term of this Agreement:

1) ***Discovery of Breach.*** To notify COUNTY ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Officer of:

i. What data elements were involved and the extent of the data involved in the breach,

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and
iv. A description of the probable causes of the improper use or disclosure;

3) ***Written Report***. To provide a written report of the investigation to the COUNTY Compliance Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals***. To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Officer shall approve the time, manner and content of any such notifications.

5) ***COUNTY Contact Information***. To direct communications to the above referenced COUNTY staff, the Contractor shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY **Compliance Officer**
Compliance Officer County of Mariposa P.O. Box 99 Mariposa CA, 95338 Phone: 209-966-2000 Fax: 209-742-0996

K. ***Employee Training and Discipline***. To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Officer in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

5. Termination

A. ***Termination for Cause***. Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings***. Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

A. ***Disclaimer***. COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment***. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA

regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings***. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate 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 being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Addendum 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 Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival***. The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

H. ***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: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Exhibit G
Disclosure of Ownership & Controlling Interest Statement

The County of Mariposa Department of Health and Human Services is required to collect Disclosure o Ownership & Controlling Interest Statements, and management information from providers that are credentialed o otherwise enrolled to participate in the Medicaid program and/or Medi-Cal service delivery system. Thi requirement is pursuant to the County's Mental Health Plan (MHP) with the California Department of Health Car Services (DHCS), federal regulations set forth in 42 CFR Part §455.101, and §455.104-106, Medicaid Manage Specialty Supports and Services Concurrent 1915(b)(c) Wavier Programs, and the Social Security Act, Section 1128(a), 1128(b)(1)(2), and (3).

Required information includes:

1) the identity of all owners and others with a controlling interest of 5% or greater;

2) certain business transactions as described in 42 CFR §455.105;

3) the identity of managers and others in a position of influence or authority; and

4) criminal convictions, sanctions, exclusions, debarment or termination information for the provider, owner or managers.

The information required includes, but is not limited to, name, address, date of birth, social security numbe (SSN) and tax identification (TIN).

Completion and submission of this Statement is a condition of participating as a credentialed or enrolled provider in the DMH Network for services to members under Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Wavier Program. Failure to submit the requested information may result in disenrollment in the MHP Provider Network or denial of claims.

This statement should be submitted at any of the following times:

- Upon the submission of an application;
- Prior to an execution of an agreement / contract;
- During re-credentialing or re-contracting;
- Within 35 days after any change in ownership of the provider entity.
- Upon request by MHP.
- A Statement must be provided to the MHP within 35 days of a request for information by the US Departme of Health and Human Services (HHS) or DHCS.

MHP maintains policies and practices that protect the confidentiality of personal information, including Soci Security numbers, obtained from its providers and associates in the course of its regular business functions. MHP committed to protecting information about its providers and associates, especially the confidential nature of the personal information.

All Disclosure of Ownership & Controlling Interest Statements can be bmitted to:

County of Mariposa
Health and Human Services
Contract Monitoring Unit
P.O. Box 99
Mariposa, CA 95338

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

A full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refus by the County of Mariposa, Department of Health and Human Services (MHP) to enter into an agreement or contract with any such instituti or in termination of existing agreements.

General Instructions

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.
Return the original and second and third copies to the State agency; retain the first copy for your files.
This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

Detailed Instructions

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. N instructions have been given for questions considered self-explanatory. IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS E ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, trade name or corporation.

Item II - Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes", list names and addresse individuals or corporations under Remarks on page 2. Identify each item number to be continued.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately o in combination amounting to an ownership interest of 5 percent or more in the disclosing entity. Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program. Indirect ownership interest is defined as ownership interest ir an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity tha is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interes must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status
Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership. For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility. If the answer is "yes", list name of the management firm and employer identification number (EIN), or the name of the leasing organization.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

(a) Name of Entity	D/B/A	Provider No.	Telephone No.
Central Star Behavioral Health, Inc.			310 221-6734
Street Address		**City, County, State**	**Zip Code**
1501 Hughes Way, Ste 150		Long Beach, LA, CA	90810

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organizations, or agency that have been convicted of a criminal offense?

☐ Yes ☑ No

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense?

☐ Yes ☑ No

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months?

☐ Yes ☑ No

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN
Stars Behavioral Health Group Holding Company, Inc.		27-2903822

(b) Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Unincorporated Associations ☐ Other (Specify)

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers.

☑ Yes ☐ No

Name	Address	Provider Number
Kent Dunlap Peter Zuckerman Michelle Hatfield Tara Morgan Christie Graham John Weller	1501 Hughes Way, Suite 150 Long Beach, CA 90810	SBHG-HC is the parent to many agencies across California operating under numerous provider numbers.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

IV. (a) Has there been a change in ownership or control within the last year?

If yes, give date _____ ☐ Yes ☑ No

(b) Do you anticipate any change of ownership or control with the year?

If yes, when? _____ ☐ Yes ☑ No

(c) Do you anticipate filing for bankruptcy within the year?

If yes, when? _____ ☐ Yes ☑ No

V. Is this facility operated by a management company, or leased in whole or part by another organization?

If yes, give date of change in operations? _____ ☑ Yes ☐ No

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director with the last year?

☑ Yes ☐ No

VII. (a) Is this facility chain affiliated? If yes, list name, address of Corporation, and EIN)

Name Stars Behavioral Health Group Holding Co. EIN # 27-2903823 ☑ Yes ☐ No

Address 1501 Hughes Way Ste 150 Long Beach, CA 90810

VII. (b) If the answer to Question VII.(a) is No, was the facility ever affiliated with a chain? (If yes, list Name, Address of Corporation, and EIN)

Name EIN # ☐ Yes ☐ No

Address

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH THE STATE AGENCY OR THE SECRETARY, AS APPROPRIATE.

Name of Authorized Representative (Typed)	Title
Kent Dunlap	President & CEO
Signature	Date
[signature]	12/17/2018

Submit form to: County of Mariposa,
Health and Human Services Department
Contracts Monitoring Unit
P.O. Box 99
Mariposa, CA 95338

Remarks

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Exhibit R – Crisis Residential Unit Scope of Work and Rate

CONTRACTOR shall develop and implement all necessary components to operate a 24-hour CRU, in accordance with all respective federal, state and local laws, codes, and regulations. CONTRACTOR shall admit and provide services to consumers of COUNTIES. CONTRACTOR shall adhere to the proposed plan and services as listed in "RFP 7232 Central Star Behavioral Health, Inc. Proposal" (copy can be provided upon request). CONTRACTOR shall also become familiar with all laws in respect to CHFFA under the Investment in Mental Health Wellness Act of 2013.

I. For the purpose of this agreement, County of Origin is defined as follows:

County of Origin is the county who placed or referred their consumer to the CRU and is responsible for providing, or arranging and paying for their consumer's medically necessary covered Specialty Mental Health Services.

II. COUNTIES are responsible for arranging all care coordination for their consumers. COUNTIES must provide the following, but not limited to, for their consumers:

A. Transportation to and from the CRU, medical appointments, and visitation to their respective county of origin for any reason.

B. Assistance through the CRU admission and discharge process.

C. Case management on site or with the utilization of COUNTIES' telehealth system.

D. Covering costs for their consumer's non-Federal share of cost and unreimbursed cost from third party insurances.

E. If a person is conserved under the Lanterman-Petris-Short (LPS) Act, the conservator or their designee must be present from the county of origin at the CRU for any signatures, decisions, and other related occurrences regarding the conserved consumer.

i. In the event that the responsible county of origin cannot be present for signatures, the responsible county of origin can send signed documents through facsimile or secured email immediately, followed by the originals in twenty four (24) hours. This does not include Admission and Discharge paperwork.

ii. COUNTIES are responsible for making such arrangements prior to the conserved consumer's admission and discharge from the CRU.

F. COUNTIES need to have staff available for legal representation in any legal related issues that arise during the consumer's stay at the CRU.

G. Become familiar with lockouts related to CRTS when a consumer is admitted to the CRU.

III. Staffing Requirements

A. CONTRACTOR shall have at least three direct care staff persons on duty 24 hours a day, seven days per week. CONTRACTOR shall assign about 17.6 direct care staff across three shifts, for a ratio of at least one full-time equivalent (FTE) direct services staff for every three clients served.

B. The proposed schedule follows:

i. Weekday daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, a Housing Coach, Program Director and Clinical Director;

ii. Weekend daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, and a Housing Coach; and

iii. Any day of the week, nighttime hours will include the following, but not limited to, staff members Recovery Counselor and Licensed Vocational Nurse (LVN) or Licensed Psychiatric Technician (LPT).

C. CONTRACTOR shall provide orientation, supervision, and in-service training to staff.

i. Orientation

CONTRACTOR shall provide New Hire Orientation within the first thirty (30) days of hire to ensure all the new staff have the tools and support necessary to enhance their ability to work effectively with each other, residents, and the wider community, and to uphold a culture of inclusiveness, resident voice and choice, safety, recovery and wellness, and all applicable federal, state and local laws related to the CRU.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

ii. Supervision

CONTRACTOR shall provide weekly supervision using a developmental model that incorporates reflective practice data-driven supervision, and recovery-oriented principles.

iii. Training

1. CONTRACTOR shall provide comprehensive professional development training using state-of-the-art methods, including educational classes, coaching, monitoring skill update, and consultation services.

2. CONTRACTOR shall cover topics in their trainings such as wellness and recovery based support, peer-to-peer based interventions, and referral processes to assure timely access.

IV. Referral to CRU and Admission

A. Admissions will be accepted at any time of the day or night.

B. Consumer's participation in the CRU is voluntary.

C. Admission criteria may include the following:

i. Consumer shall be willing to participate in a self-help program;

ii. Interview consumers to determine if the CRU is a good match for their needs;

iii. 18 years of age or older;

iv. A minimum of 3 days of sobriety;

v. Medical Screening: referring county must provide the consumer's medical information. CONTRACTOR shall evaluate medical information and clear for admission into the CRU;

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

vi. Qualifying diagnosis based on the approved version of the Diagnostic and Statistical Manual of Mental Disorders (i.e. DSM 5) criteria; and

vii. Justification on admission into CRU verses a higher level of care.

D. Exclusions from the CRU may include the following reasons:

i. Danger to others;
ii. Active tuberculosis;
iii. Physical health condition diagnosis in which consumer is unable to care for his/herself;
iv. Incontinence;
v. Registered sex offender;
vi. History of arson;
vii. Inability to self-manage for hygiene; and
viii. And a conviction for drug trafficking.

E. CONTRACTOR shall utilize admission forms such as Authorization for Treatment, Admission Agreement, and Consumer Inventory.

F. Within the first week of admit, CONTRACTOR shall do the following, but not limited to, assessments which shall be completed by a Mental Health Specialist and Psychiatrist as a part of the consumer's Individual Service Plan (ISP):

i. Comprehensive biopsychosocial evaluation summarizing psychiatric/mental health history and treatment, developmental milestones, medical history including health screening to identify urgent health care needs/medical complications, medication adherence, relationships, psychosocial and social support skills (i.e. meal planning, shopping and budgeting skills); and current psychological, education, vocational, and other functional limitations;

ii. Review and inclusion of consumer's existing WRAP to provide services according to each consumer's identified preferences and set plan;

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

iii. Screening for high risk behaviors such as, risk of aggression, self-harm, substance use, etc., and assist with immediate safety and treatment planning;

iv. Consumer completion of the Recovery Assessment Scale (RAS) shall be used in part of an engagement process to help the consumer to self-identify treatment needs and personal, recovery-oriented goals; and

v. Baseline data to track historical service utilization, participation and progress on personal wellness goals.

G. CONTRACTOR shall identify the consumer's county of origin and begin reaching out to connect with agency partners and resources in that county to provide to consumers upon discharge.

H. CONTRACTOR shall establish a tracking mechanism for referrals, notify county of origin expected wait times if beds are filled at the CRU and may use the following reasons when establishing priority on a waitlist:

i. Beds shall be filled on a first-come, first-served basis;
ii. Consumer has accessed emergency services however is in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery;
iii. Consumer stepping down from psychiatric hospitalization;
iv. Homeless consumers;
v. Not having a caregiver able to provide support;
vi. Not being in an intensive treatment program;
vii. Rick of incarceration without treatment;
viii. Risk of substance abuse without treatment;
ix. Law enforcement encounters multiple times; and
x. Time spent on the waitlist.

I. CONTRACTOR shall make every effort to keep beds filled and communicate with COUNTIES when there are bed openings.

J. CONTRACTOR shall make every effort to place consumers in as many single rooms as possible to accommodate needs to individuals who might struggle with shared accommodations.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

K. CONTRACTOR shall make every effort to fill all available beds to ensure full capacity is reached.

i. CONTRACTOR shall reach out to all COUNTIES to obtain referrals for admission to the CRU.

V. Services

A. CONTRACTOR shall focus services, such as assessment and service planning, on building trust, stabilizing, and providing a recovery-oriented environment that supports hope and allows each resident to develop a self-directed recovery and safety plan.

B. Consumer is expected to have a maximum stay of 30 days.

i. If the length of stay goes beyond 30 days, justification supporting the therapeutic need shall be communication to the county of origin for review and approval.

ii. Under no circumstance shall the stay exceed three months.

iii. Before the end of the three months, consumer will be discharged and county of origin shall be responsible for relocating their consumer.

C. CONTRACTOR shall provide recovery-oriented therapeutic activities 8:00am – 10:00pm, Sunday – Saturday.

D. CONTRACTOR may include the following activities:

i. Therapeutic and Mental Health Services:

1. Individually, each consumer shall receive a daily check in and weekly counseling session with the Mental Health Specialist;

2. Groups including the following offerings:

a. Peer or Co-led WRAP groups;
b. Seeking Safety groups for co-occurring trauma and substance use; and

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

c. Aggression Replacement Training.

ii. Crisis Intervention:

1. CONTRACTOR shall have a 24/7 crisis response available to de-escalate situations.

iii. Family Inclusion/Collateral:

1. CONTRACTOR shall utilize family engagement to support consumers' community reintegration to an independent housing environment or return to the family home.

iv. Assistance with Activities of Daily Living (ADLs):

1. CONTRACTOR shall provide life skills training to help consumers with personal grooming, hygiene, care of personal belongings, laundry, and keeping personal and community rooms clean.

2. Consumers shall be encouraged to engage in activities that support daily operations such as cleaning common areas and cooking snacks and meals.

v. Daily Exercise/Health and Wellness Education:

1. CONTRACTOR shall include in schedule of activities, organized exercise such as yoga, tai chi, gardening, or walking.

2. CONTRACTOR shall provide education on topics such as, healthy lifestyle, diet and nutrition, weight management, sex education and AIDS/HIV prevention and contraception.

3. CONTRACTOR shall utilize wellness sheets to help consumers with specific topics, such as smoking, and chronic health conditions, they struggle to accomplished or address what was the cause of their crisis.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

vi. Pre-Vocational or Vocational Counseling:

1. CONTRACTOR shall assist consumers in developing pre-vocational and/or vocational plans.
2. CONTRACTOR shall provide resources to assist consumer in accomplishing established plans.

vii. Patient Rights and Consumer Advocacy:

1. Along with their admission agreement, CONTRACTOR shall provide consumers with their patient's rights, and other related informing materials.

viii. Case Management:

1. CONTRACTOR shall assist consumers with connections and resources from their county of origin.

2. CONTRACTOR shall assist consumers with possible entitlement programs in their respective county of origin.

E. CONTRACTOR shall incorporate the following, but not limited to, practices and plans:

i. Infusing Evidence Based and Emerging Practices;
ii. WRAP;
iii. Seeking Safety/Trauma Informed Care; and
iv. Motivational Interviews.

F. CONTRACTOR shall schedule group outings for consumers to learn gain skills such as communication, and shopping skills.

G. CONTRACTOR shall provide Medication Support Services as determined by the medical screening at admission.

i. CONTRACTOR shall adhere to established medication support policies, procedures, and all federal, state, and local laws.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

ii. Policies and procedures shall include the following, but not limited to, plan in accordance with all applicable federal, state, and local laws:

1. Monitoring and storage of medications;
2. Screening for medical complications by a physician or mid-level provider with the appropriate credentials;
3. Educating consumers on medication and side effects with the goal of consumers becoming responsible for their own medications;
4. Making appropriate case entries of all medications;
5. Staff consultation with the medical staff; and
6. Encouraging and supporting consumers to take more responsibility for keeping to their medication schedule.

H. CONTRACTOR shall provide three regularly scheduled wholesome meals per day to the consumers.

i. CONTRACTOR shall provide food of good quality that is selected, stored, prepared, and services in a safe healthful manner meeting all federal, state, and local laws.

ii. CONTRACTOR shall promote and maintain high food safety and sanitation standards.

VI. Emergency Services

A. In case of a psychiatric or medical emergency, CONTRACTOR shall immediately arrange transportation of consumer in need of emergency services to appropriate facilities within local area.

B. CONTRACTOR shall notify county of origin of the emergency within three hours of occurrence.

C. CONTRACTOR may discharge consumer upon confirmation of admittance to another facility (i.e. psychiatric or medical).

D. County of origin is responsible for coordination of care for their consumer's emergency episode which includes admission into psychiatric facility, admission into local emergency room, coordination of ancillary services and return transportation to county of origin.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

VII. Discharge

A. CONTRACTOR shall including the following, but not limited to, components in the discharge process:

i. Evaluation of consumer's improvement;
ii. Reason for the services are no longer appropriate (includes reasons such as improvements, danger to self or others, and necessity of higher care);
iii. Review WRAP and provide motivation regarding their self-directed wellness and self-management goals;
iv. Provide community resources for the consumer's county of origin;
v. Create a discharge summary plan in consultation with the consumer and county of origin staff;
vi. Contacts and connections to warm-handoffs in county of origin;
vii. Provide up to thirty (30) days' worth of medications if applicable;
viii. Transportation arrangement with county of origin.

B. CONTRACTOR shall monitor consumers who are at risk for leaving prior to completion of CRTS.

C. If a consumer is identified as needing conservatorship, CONTRACTOR shall contact county of origin to arrange discharge and transportation of the consumer within three (3) hours.

VIII. Telehealth

A. CONTRACTOR shall utilize a telehealth system, compliant to federal, state, and local regulations, to provide consistent communication between consumers and staff from their county of origin.

B. CONTRACTOR shall arrange family meetings and case coordination.

IX. EHR and Billing

A. CONTRACTOR shall utilize their own EHR and Billing system for all documentation and cost reimbursement.

B. The EHR system shall have the ability to communicate and/or transfer consumer data to county of origin.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

C. CONTRACTOR shall develop and manage all CRU related financial accounting, contract management, annual external audit readiness, and quality assurance/improvement.

X. Program Evaluation

A. CONTRACTOR shall provide the following, but not limited to, CHFFA related items:

i. CONTRACTOR shall work with COUNTY's evaluation team to collect information necessary to report per rules and regulations revolving CHFFA.

ii. CONTRACTOR shall provide outcomes and data per COUNTY's request.

B. CONTRACTOR shall participate in regular meeting with directors and/or designees from COUNTIES collaboratively to discuss program successes and improvements.

C. CONTRACTOR shall track the following. and any other related elements as determined by the evaluation team, and provide annual reports to the county of origins:

1. Number of consumers served;
2. Type of referral source;
3. Demographic of population;
4. Diagnoses;
5. Average length of stay;
6. Reason for discharge;
7. Placement type;
8. Homelessness;
9. Repeat utilization/recidivism;
10. Consumer satisfaction; and
11. Other data as requested by COUNTIES through evaluation team.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Rate

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$371.02

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Exhibit X – Crisis Residential Unit Additional Terms and Conditions

1. RATE PROGRAM/SERVICES

Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.

CONTRACTOR shall submit an Invoice within thirty (30) d*ays* for each consumer which details the units of service provided and payment rate. The COUNTY shall pay the CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

2. CERTIFICATIONS

Community Care Licensing

CONTRACTOR shall receive and maintain throughout the term of this Agreement, licensing for Community Care in accordance to all federal, state and local laws. Upon certification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Short–term Crisis Residential Treatment Program

CONTRACTOR shall receive and maintain throughout the term of this Agreement, certification as a Social Rehabilitation Program (Short–term Crisis Residential Treatment Program) and licensed as a Social Rehabilitation Facility or Community Care Facility as specified in CCR 1840.334. Certification shall be based on the twelve (12) month fiscal year period. Upon recertification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Medi-Cal

CONTRACTOR shall receive and maintain certification as an organizational provider of Medi-Cal specialty mental health services 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 which are

claimed and notifying COUNTY's Health and Human Services Department QI/Managed Care Program Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change. CONTRACTOR shall be in full compliance with COUNTY's Medi-Cal Network/Organization/Provider Site Certification.

The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

3. FINANCIAL STATEMENTS, RECORDS AND AUDITS

On-Site Reviews

In accordance with applicable law, agents of COUNTY and its Health and Human Services Agency may conduct periodic audits or reviews, including on-site audits or reviews, of performance under this Agreement. These audits or reviews may evaluate the following:

a. Level and quality of care and the medical necessity and appropriateness of the services provided.

b. Internal procedures for assuring efficiency, economy and quality of care.

c. Compliance with COUNTY's "Client Grievance Procedures".

d. Financial records when determined necessary to protect public funds.

e. CONTRACTOR shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their review.

f. On-site reviews and audits shall occur during normal working hours with at least 72-hours advanced notice, except when such unannounced on-site reviews and requests for information are made in those exceptional situations where arrangements for an appointment beforehand are clearly not possible or clearly inappropriate to the nature of the intended review.

g. COUNTY's contract monitoring team and clinical managers will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced and unannounced.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

Cost Reporting

For the first year of service, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete six (6) month Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due four (4) weeks after the six (6) months of services have passed. CONTRACTOR shall follow the same instructions as the Annual Cost Report.

For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due no later than August 15th, unless a written extension is approved by COUNTY. Each Annual Cost Report shall be prepared by CONTRACTOR in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials, and other written guidelines which may be provided to CONTRACTOR by COUNTY.

If CONTRACTOR fails to submit accurate and complete Annual Cost Report(s) by agreed upon submission date, then COUNTY shall not make any further payments to CONTRACTOR under this Agreement or at COUNTY's option, other current or subsequent Agreements with COUNTY, until the accurate and complete Annual Cost Report(s) is (are) submitted.

In the event that CONTRACTOR does not submit accurate and complete Annual Cost Report(s) by the established due date, then all amounts covered by the outstanding Annual Cost Report(s) and paid by COUNTY to CONTRACTOR in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding may be demanded as due by CONTRACTOR to COUNTY.

Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s), at the end of each Fiscal Year or portion thereof that Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted as follows:

a. Cost Reimbursement

   Settled to the lesser of actual and allowable costs or charges, not to exceed the applicable Maximum Contract Amount. Reimbursement for Short-Doyle/Medi-Cal funded services shall not exceed the Schedule of Maximum Allowances (SMA) in effect at the time of service delivery.

b. County Audit Settlements:

If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the mental health services provided hereunder and if such audits finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then the difference shall be due by CONTRACTOR to COUNTY. If such audit finds that COUNTY's dollar liability for such services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's Maximum Contract Amount for the applicable Fiscal Year be exceeded.

Payment Due To COUNTY/Method of Payment

Within ten days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following six payment options CONTRACTOR requests to be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be: (1) paid in one cash payment by CONTRACTOR to COUNTY, (2) offset against prior year(s) liability (ies) to CONTRACTOR, (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise, (5) paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed three months, or (6) a combination of any or all of the above. If CONTRACTOR does not so notify COUNTY within ten days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

If CONTRACTOR, without good cause as determined in the sole judgment of Director, fails to pay COUNTY any amount due COUNTY under this Agreement within sixty days after the due date, as determined by Director or designee, then Director or designee, in their sole discretion and after written notice to CONTRACTOR, may assess interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the COUNTY's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. CONTRACTOR shall have an opportunity to present to Director Information bearing on the issue of whether there is a good cause justification for CONTRACTOR's failure to pay COUNTY within sixty days after the due date. The interest charges shall be: (1) paid by CONTRACTOR to COUNTY by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by COUNTY to CONTRACTOR whether under this Agreement or otherwise.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

CONTRACTOR's Right to Administrative Hearing

Performance obligations assumed under this Agreement shall commence and terminate as indicated in this Agreement, and shall apply to all psychiatric inpatient hospital admissions on or after the date of commencement. This Agreement shall continue until the date of termination, and the rights of termination. However, the terms of this Agreement shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. CONTRACTOR waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Agreement.

Restriction on CONTRACTOR's Freedom to Assign Benefits Only Under this Agreement or to Engage in Organizational Change

COUNTY and CONTRACTOR hereby declare their mutual recognition that the subject matter of this Agreement is personal, being founded upon COUNTY's confidence in the reputation, type and location of facilities, and other personal attributes of CONTRACTOR. For this reason: Unless COUNTY has rendered prior written approval, any attempt by CONTRACTOR to make an assignment of the right to receive the contingent payment obligations of COUNTY under this Agreement shall operate as an express condition subsequent to those obligations, discharging COUNTY from what may otherwise have been a matured obligation of performance.

Should CONTRACTOR desire to make an assignment of rights under this Agreement, it shall submit a written application for approval to COUNTY. Such an application shall identify the proposed assignee and include a detailed explanation for the reason and basis of the proposed assignment. Should COUNTY be satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of CONTRACTOR, it shall be documented and approved in writing. The effective date of the assignment shall be the date upon which COUNTY issued written approval.

Attachment: CSBH - CRU Agmt. 2019 - Wsignatures (RES-2021-409 : Second Amendment - Agreement with Central Star Behavioral Health for

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-410

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Operational Agreement with Mountain Crisis Services for Sexual Assault Response Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Operational Agreement with Mountain Crisis Services, a program of Alliance for Community Transformations, Inc., for a Rape Crisis Program; and Authorize the Director of Health and Human Services Agency to Sign the Agreement.

This is an Operational Agreement to coordinate responses for sexual assault victims and their families. This Agreement facilitates cooperation between Health and Human Services Agency (HHSA) and Mountain Crisis to maximize assistance for victims of sexual assault.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an Agreement with Mountain Crisis Services for the same purpose on July 14, 2015 through Resolution No 2015-355.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would not allow for coordination of services between HHSA and Mountain Crisis and hinder providing the best response to sexual assault victims and their families.

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

ATTACHMENTS:
Rape Crisis - Sexual Assault MOU 8.2021 - 9.2024 - Wd.h.signautre (PDF)

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

REF ID# 11922

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

Rape Crisis Program Operational Agreement

Between

Mountain Crisis Services

A Program of Alliance for Community Transformations

And

Mariposa County

I. Purpose:

This operational agreement (Agreement) outlines the partnership between Mariposa County, through its Health and Human Services Agency, and Mountain Crisis Services (MCS), a program of Alliance for Community Transformations, Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CALOES), Law Enforcement and Victim Services Division, to provide funding for a Rape Crisis Program to Mariposa County. Both agencies agree on the mutual goal of partnering to provide funding for a Rape Crisis Program to Mariposa County. Both agencies agree on the mutual goal of partnering to provide maximum available assistance for victims of sexual assault residing in Mariposa County.

II. Term of the Agreement

This Agreement shall begin on August 31, 2021 and end on September 30, 2024.

III. Modification of the Agreement

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. However, no alternation or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IV. Termination "At Will"

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

V. Mountain Crisis Services agrees to coordinate the following:

1. Assign a staff person to the role of Sexual Assault Response Team (SART) Coordinator;
2. Coordinate and facilitate the SART quarterly meetings;
3. Coordinate interagency cross training for the Mariposa Health and Human Services Agency on subjects including, but not limited to, the dynamics, identification, screening, assessment, referral, confidentiality requirements, culture and religious barriers, societal

Attachment: Rape Crisis - Sexual Assault MOU 8.2021 - 9.2024 - Wd.h.signautre (RES-2021-410 : Approve Operational Agreement with

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

causes, and attitudes and implications for undocumented women who are survivors of sexual assault;
4. Coordinate with Child Welfare Services (CWS) for the provision of services to children who are victims of sexual assault residing in the MCS emergency safe house, when the case falls under CWS jurisdiction.

VI. Mountain Crisis Services will provide upon request of the County, the following services to victims' of sexual assault through the Mariposa Health and Human Services Agency, 24 hours a day, 7 days a week, 365 days a year;

1. A 24-hour crisis line for victims of sexual assault and their families;
2. Advocacy, assessment, transportation, and accompaniment to the extent that funding is made available;
3. Assistance to the families of child victims as requested by CWS;
4. Follow up counseling provided individually and in groups to survivors; and
5. Consultation and technical assistance on sexual assault cases.

VII. The Mariposa County Health and Human Services Agency agrees to the following:

1. Inform victims of sexual assault about services available through Mountain Crisis Services, and hand out written materials provided by Mountain Crisis Services describing available services;
2. Contact Mountain Crisis Services if requested by a victim of sexual assault.

VIII. Mountain Crisis Services and Mariposa County Health and Human Services Agency agree to the following:

1. Address concerns or issues that are specific to sexual assault as needed;
2. Share information regarding the status of a case if authorized by the victim;
3. Coordinate provision of services when both agencies are involved with a victim of sexual assault.
4. Provide cross training on sexual assault issues

This Agreement is executed in the State of California, by and on behalf of the parties hereto.

Alison Tudor
Executive Director
Alliance for Community Transformations

6/3/21
Date

Shannon Gadd
Director
Mariposa Health and Human Services Agency

Date

Mountain Crisis Services | VALLEY CRISIS CENTER | ETHOS | MHH | CASA Court Appointed Special Advocates

Attachment: Rape Crisis - Sexual Assault MOU 8.2021 - 9.2024 - Wd.h.signautre (RES-2021-410 : Approve Operational Agreement with

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-411

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Rescind a Resolution and Approve a Revised Agreement with Golder Associates, Inc.

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2021-327; Approve a revised agreement with Golder Associates, Inc. for Environmental Monitoring and Reporting for the Mariposa County Landfill in an amount not to exceed $41,366; and Authorize the Board of Supervisors Chair to sign the agreement.

Resolution 2021-327 approved the original agreement with Golder Associates, Inc. Upon request for signature Golder Associates, Inc. Requested minor changes in the verbiage of the original Agreement which was approved by County Counsel.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 8, 2021 Resolution 2021-327 was approved by the Board for water quality and gas monitoring at the Landfill.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, we will not have an Agreement with Golder Associates, Inc.

FINANCIAL IMPACT:
Funding for this agreement has been included in the submitted FY20-21 Solid Waste Budget.

ATTACHMENTS:
Golder Associates 21-044 serv (PDF)

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

REF ID# 11925

AGREEMENT FOR WATER QUALITY AND GAS MONITORING AT THE LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Golder Associates, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform water quality and gas monitoring at the Landfill 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 $41,366. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of $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.

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

(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 of $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them.

(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 negligent liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent 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

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds

Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

CONTRACTOR:
Golder Associates, Inc.
425 Lakeside Dr.
Sunnyvale, CA 94085
408.220.9923

COUNTY:
Mariposa County
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

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.

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with

this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

Funding Source: 601-0404-651-0418

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Golder Associates, Inc.

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

EXHIBIT "A"

GOLDER

April 20, 2021

Proposal No. P20146083

Mr. Samuel Cerveny
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

PROPOSAL PRESENTING SCOPE OF WORK AND COST ESTIMATE, 2021 – 2022 WATER QUALITY AND LANDFILL GAS MONITORING AND REPORTING, MARIPOSA COUNTY LANDFILL

Dear Mr. Cerveny:

This letter presents Golder Associates Inc.'s (Golder) proposal with scope of work and cost estimate to perform groundwater, surface water, landfill gas, and leachate monitoring and reporting for the Mariposa County Landfill during the second half of 2021 through June 2022. The proposed scope of work is based on Monitoring and Reporting Program (MRP) No. R5-2003-0094 and the perimeter landfill gas (LFG) migration monitoring requirements. The 5-year constituent of concern (COC) monitoring event was last completed during fourth quarter 2016 so the next COC monitoring event will be in fourth quarter 2021. The costs for these additional 5-year COC analyses have been included in our proposal.

Proposed Monitoring and Reporting Scope of Work

To address the requirements of MRP No. R5-2003-0094 and State landfill gas migration monitoring, Golder proposes to:

- Measure the depth to water in each site monitoring well quarterly.
- Sample the seven site monitoring wells and the off-site Bardini well semi-annually.
- Sample three surface water points semi-annually, if water is present.
- Sample three perimeter landfill gas probes for VOCs on a semi-annual schedule.
- Monitor five perimeter landfill gas probes for methane, CO2, and oxygen quarterly, including barometric pressure, atmospheric temperature, general weather conditions, and probe pressures (positive or negative) at the time of sampling.
- Sample three leachate points annually.
- Submit samples to a California state-certified analytical laboratory (BC Laboratories).
- Analyze the fourth quarter 2021 water samples for the 5-year COC parameter list.

Golder Associates Inc.
425 Lakeside Drive
Sunnyvale, California, USA 94085

T: +1 408 220-9223

Golder and the G logo are trademarks of Golder Associates Corporation

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

- Produce a semi-annual and annual monitoring report per the WDR/MRP requirements.
- Prepare a quarterly perimeter LFG monitoring report for submittal to the County LEA.

It is our understanding that County personnel will perform the monthly leachate monitoring for total flow, flow rate, electrical conductivity, and pH required in the WDR/MRP, in addition to the required structure landfill gas monitoring.

All sampling and analysis will be performed in accordance with the protocol described in Golder's Groundwater Sampling and Laboratory Procedures. Field measurements of pH, specific conductance, temperature, and turbidity will be taken and recorded on water sample field data sheets. Samples will be properly preserved and stored on the day of sampling. Chain-of-custody documentation will accompany the samples through collection and delivery to a State-certified analytical laboratory.

The following summarizes the work schedule covered by this proposal:

- July 2021 – first semi-annual monitoring report and second quarter gas monitoring report
- September 2021 – third quarter perimeter gas monitoring and report
- December 2021 – fourth quarter gas and second semi-annual
- January 2022 – annual 2021 monitoring report and fourth quarter gas monitoring report
- March 2022 - first quarter perimeter gas monitoring and report
- June 2022 - second quarter perimeter gas monitoring and first semi-annual monitoring

Deliverables

Golder will prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, Piper graph of inorganic chemistry data, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all back-up data such as field data sheets, chain-of-custody documentation, and certified analytical reports. Golder will incorporate information provided by County personnel to address other requirements of the MRP. This information includes site inspections, leachate extraction volumes, and standard observations. The semiannual monitoring reports will be uploaded to the State GeoTracker website. Quarterly perimeter landfill gas migration monitoring reports will be prepared for submittal to the county LEA.

Schedule

Reporting for the first semi-annual monitoring period (January through June) will take place in July. Sampling for the second semi-annual monitoring period (July through December) will be performed in the latter half of the monitoring period (November or December). This sampling interval will provide samples that are obtained during the wet and dry seasons. Draft monitoring reports will be provided at least two weeks prior to their due dates (July 31, 2021 and January 31, 2022), if all supporting information is provided by the County in time. The report for the first semi-annual 2022 monitoring period (January 2022 through June 2022) is not included in this proposal, because the work will be completed in July 2021 during the next County fiscal year.

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

Cost

Golder proposes to complete the WDR/MRP and perimeter landfill gas monitoring scope described above, and the PFAS sampling and reporting (if needed during the upcoming fiscal year) for an estimated fee of $41,366 (see attached cost estimate). We will bill you on a time and expenses basis and will not exceed our estimate without your prior approval.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

Golder sincerely values its relationship with Mariposa County and is appreciative of the opportunity to provide this proposal. Please feel free to call if you have any questions.

Sincerely,

Golder Associates Inc.

Kris H. Johnson

Kris H. Johnson
Associate/Geology Practice Leader

Attachments: Cost Estimate
Professional Rate Schedule for 2020

https://golderassociates.sharepoint.com/sites/133761/project files/1 proposal and project management/2021-22 proposal mariposa county landfill - 4-20-2021.docx

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

EXHIBIT "B"

May 2019

Proposal No. P19124318

Golder Associates Cost Estimate
CLIENT/SITE: Mariposa County Landfill
PROJECT: Groundwater Monitoring, 2021-2022

DATE: 4/20/2021
PROPOSAL NO. P20146083

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	ANNUAL TOTAL
SUMMARY:						
Task 1 - Sampling						**$13,701**
Task 2 - Laboratory Analysis						**$11,881**
Task 3 - Semi-annual/Annual Reporting						**$15,784**
TOTAL						**$41,366**

This cost estimate is based on MRP R5-2003-0094. For July 2021 through June 2022.

Task 1 - Sampling

Quarterly Water Levels & Gas Monitoring/Reporting

SCOPE: Measure water levels quarterly. Measure perimeter gas probes and structures and prepare report. 3Q, 1Q

Professional Services						
Technician	hour	$114	12	$1,368		
Project Geologist	hour	$140	1	$140		
Geo Practice Leader	hour	$250	0.5	$125	$1,633	
Equipment						
Field Vehicle (4x4)	day	$125	1	$125		
Portable Landfill Gas Meter	day	$100	1	$100		
Water Level Indicator	day	$20	1	$20	$245	
	Admin/Comm Fee (5% of labor)				$82	
	Total for one quarterly event				**$1,960**	

Semiannual Sampling

SCOPE: Measure water levels and sample all site monitoring points.

Includes 7 groundwater wells, 1 water supply well, 3 surface water, and 3 gas probes semi-annually, and 3 leachate points annually. 5-year COC sampling/analysis 4th quarter 2021.

Professional Services						
Technician	hour	$114	32	$3,648		
Geo Practice Leader	hour	$250	1	$250	$3,898	
Equipment						
Field Vehicle (4x4)	day	$125	2	$250		
Per Location Charge	each	$25	14	$350		
Filters	each	$18	11	$198	$798	
	Admin/Comm Fee (5% of labor)				$195	
	Total for one SA event				**$4,891**	
	Total for 2 quarterly & 2 semiannual					**$13,701**

Task 2 - Laboratory Analysis

SCOPE: sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.

TDS	each	$10	25	$250
Alkalinity (bicarbonate, carbonate)	each	$16	25	$400
Chloride	each	$9	25	$225
Nitrate/nitrite as N	each	$10	25	$250
Sulfate	each	$9	25	$225
Ca, Mg, K, Na	each	$33	25	$825
TO-14, methane	each	$150	6	$900
VOCs (EPA 8260, App. I)	each	$70	25	$1,750
COCs				
TOC	each	$25	12	$300
Metals (Al, Sb, Ba, Be, Cd, Cr, Co, (	each	$120	12	$1,440

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

Sn, V, Zn, Fe, Mn, As, Pb, Hg, Ni, Se, Th)						
Sulfide	each	$25	12	$300		
Cyanide	each	$28	12	$336		
SVOCs (EPA 8270)	each	$130	12	$1,560		
Chlorphenoxy Herbicides (EPA 815	each	$85	12	$1,020		
Organophosphorus Compounds (EF	each	$85	12	$1,020		
					$10,801	
Outside Service Mark Up (10%)					$1,080	
	Total for two semiannual events					**$11,881**

Task 3 - Semi-annual/Annual Reporting

SCOPE: Prepare, assemble, distribute semi-annual and annual reports. Geotracker upload.

Professional Services

Admin	hour	$83	2	$166		
Drafter	hour	$135	2	$270		
Staff Geologist	hour	$120	32	$3,840		
Project Geologist	hour	$140	16	$2,240		
Geo Practice Leader	hour	$250	4	$1,000	$7,516	
	Admin/Comm Fee (5% of labor)				$376	
	Total for one standard report				**$7,892**	
	Total for one year					**$15,784**

Project Total for July 2021 through June 2022 $41,366

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

GOLDER

PROFESSIONAL RATE SCHEDULE
CALENDAR YEAR 2020
WESTERN US BUSINESS UNIT (AK, PNW & CA)

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

ENGINEERS AND SCIENTISTS	RATE
LV1 Engineer/Scientist	$ 109.00
LV2 Staff Engineer/Scientist	$ 120.00
LV3 Project Engineer/Scientist	$ 140.00
LV4 Senior Project Engineer/Scientist	$ 156.00
LV5 Senior Engineer/Scientist	$ 187.00
LV6 Senior Consultant	$ 229.00
LV7 Practice/Program Leader	$ 250.00
LV8 Senior Practice/Program Leader	$ 270.00

TECHNICIANS	RATE
LT1 Technician	$ 81.00
LT2 Staff Technician	$ 114.00
LT3 Senior Staff Technician I	$ 120.00
LT4 Senior Staff Technician II	$ 130.00

DRAFTING/DIGITAL DESIGN	RATE	ADMINISTRATIVE SUPPORT	RATE
LD1 Draftsperson	$ 88.00	LA1 Admin Support	$ 73.00
LD2 Staff Draftsperson I	$ 99.00	LA2 Staff Admin Support	$ 83.00
LD3 Staff Draftsperson II	$ 125.00	LA3 Senior Admin Support	$ 98.00
LD4 Senior Staff Draftsperson	$ 135.00		

Notes:

The above rates are subject to revision.

[1] A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.

[2] A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

[3] Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

[4] Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.

[5] The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

Golder and the G logo are trademarks of Golder Associates Corporation

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 4/21/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1404899 GOLDER ASSOCIATES INC. 3801 PGA Boulevard Suite 900 Palm Beach Gardens FL 33410	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Steadfast Insurance Company — 26387 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES PARENT **CERTIFICATE NUMBER:** 16812391 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO9835819-08	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	Y	AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC7-621-094060-911	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
B	PROFESSIONAL LIABILITY	N	N	EEC5899096	5/1/2021	5/1/2022	$3,000,000 PER CLAIM $3,000,000 ANNUAL AGG	

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

IN RESPECT OF ALL POLICIES EXCEPT THE PROFESSIONAL LIABILITY AND CONTRACTOR'S POLLUTION LIABILITY NOTED ABOVE, LOCKTON HAS ISSUED THIS CERTIFICATE IN AN ADMINISTRATIVE CAPACITY ONLY. ARTHUR J. GALLAGHER & CO./GPL ASSURANCE INC. IS THE BROKER OF RECORD FOR THE DEFINED POLICIES. RE: 20146083 - MARIPOSA LF MONITOR 2020-21 - MARIPOSA, CALIFORNIA. THE COUNTY OF MARIPOSA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16812391
COUNTY OF MARIPOSA
ATTN: JEAN DORDAN
4639 BEN HUR ROAD
MARIPOSA CA 95338

CANCELLATION See Attachment

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 Joyce M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

GENERAL LIABILITY
INSURER:Zurich American Insurance Company

Other Insurance Amendment - Primary and Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-08	5/1/2021	5/1/2022	5/1/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GOLDER ASSOCIATES

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)

Attachment Code: D516287
Certificate ID: 16812391

Attachment: Golder Associates 21-044 serv (RES-2021-411 : Rescind a Resolution and Approve a Revised Agreement with Golder Associates,

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

July 6, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Rosemarie Smallcombe

CA1. **Health and Human Services** **RES-2021-379**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

CA2. **Health and Human Services RES-2021-380**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office RES-2021-381**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Auditor (ID # 11914)**

Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2020-21 (May 2021)

CA5. **Auditor RES-2021-382**

Authorize the Auditor to Complete and Sign the Acceptance of Award Terms and Conditions for Fiscal Recovery Funds Included in the American Rescue Plan Act of 2021 (H.R. 1319)

CA6. **Auditor RES-2021-383**

Approve a Budget Action Transferring Funds Within the Auditors Budget to Cover a Shortfall in Outside Audit Expenditures ($1200)

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, June 15, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, June 22, 2021

CA9. **Board of Supervisors**

Approve the Minutes of Wednesday, June 23, 2021

CA10. **County Counsel RES-2021-384**

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2021/2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Fire RES-2021-385**

Ratify a Letter in Support of Disaster Recovery Consultants Application for the Pacific Gas and Electric (PG&E) Better Together Resilient Communities Grant

CA12. **Health and Human Services RES-2021-386**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund Budget for Revenue to be Received Under the New Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) ($68,440) 4/5ths Vote Required

CA13. **Health and Human Services RES-2021-387**

Approve Budget Action Recognizing Unanticipated Revenue and Transferring Funds Within the Various Health and Human Services Budgets for Fiscal Year 2020-2021 Year End Balancing Adjustments ($434,600) 4/5ths Vote Required

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

CA14. **Health and Human Services RES-2021-388**

Approve an Agreement with Biobot Analytics, Inc to Provide Wastewater Epidemiology Services for an Amount Not to Exceed $60,840; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services RES-2021-389**

Approve Memorandum of Understanding with the County of Madera to Provide Reciprocal Coverage of Health Officer Duties When the Other Health Officer is Temporarily Unavailable; and Authorize the Board of Supervisors Chair to Sign the Memorandum of Understanding

CA16. **HHS/Behavioral Health & Recovery Services RES-2021-390**

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in an Amount Not to Exceed $118,990; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **HHS/Behavioral Health & Recovery Services RES-2021-391**

Approve an Agreement with Sierra Quest Human Services Foundation in an Amount Not to Exceed $100,000 to Provide Mental Health Services for Health and Human Services Agency (HHSA) Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Public Works RES-2021-392**

Approve Budget Action Increasing Revenue and Appropriations in the Public Works Parks & Recreation Budget to Account from Unanticipated Funds from Health and Human Services Agency (HHSA) COVID Revenue ($48,000) 4/5ths Vote Required

CA19. **Public Works RES-2021-393**

Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee Assigned to the Roads Division Within the Public Works Department

CA20. **Public Works RES-2021-394**

Approve Budget Action Transferring Appropriations in the Public Works and Transportation Department, from Utility Capital to the Mariposa Pines Sewer District Fund to Cover an Unanticipated Shortfall ($20,000) 4/5ths Vote Required

CA21. **Public Works RES-2021-395**

Declare the September 4, 2021, Labor Day Parade a County Sponsored Event; Provide a County Insurance Certificate to Caltrans; Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 4, 2021; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval

CA22. **Sheriff's Office RES-2021-396**

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services in an Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported that two of the recent cases of COVID-19 were identified as the Delta variant. Dr. Allen also reported on recent vaccination clinics, and advised of an upcoming one on Thursday. She also noted that the County is still hovering at about 56% for those who have received their first dose of the vaccine. Dr. Allen also reminded of being recently awarded fellows from the CDC's Public Health Associate Program and one from California Epidemiologic Investigation Service (Cal-EIS), and introduced Amal who is one of the fellows.

Jacob Hawley/Mariposa Visitors Center Operations Manager reported on recent numbers of visitors in the center, noting a decline. He advised that people are going up without reservations and are being turned away by the National Park Service (NPS). Mr. Hawley also noted an upcoming Yosemite Gateway Partners meeting on July 8th at 9:30 AM. In response to Supervisor Forsythe's inquiry about how to attend, Mr. Hawley noted that people have to go to their website and click on the link.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:08 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

G. AIR POLLUTION CONTROL DISTRICT

9:09 AM Chair Menetrey convened the Air Pollution Control District (APCD) Board meeting with all Directors present except for Rosemarie Smallcombe.

Public Comment Period

None.

APCD Regular Agenda

1. **Air Pollution Control Officer APCD-2021-5**

Ratify the Signature of the Air Pollution Control Officer Dated October 29Th, 2020 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program for (Fiscal Year 19/20) Amending the Total Amount from $12,758 to a New Amount Not to Exceed $75,223.98

Dave Conway/Environmental Health Manager gave the staff report. No public comment. Mr. Conway also noted receiving a comment from a constituent in Fish Camp, and advised that he was able to speak with her.

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

RESULT: **ADOPTED [4-0]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

2. **Air Pollution Control Officer** **APCD-2021-6**

Ratify the Signature of the Air Pollution Control Officer Dated June 24Th, 2021 on an Amended Grant Agreement for California Air Resources Board Prescribed Burn Reporting and Monitoring Support Program Grant Number G18-PBRM-12-1 Extending the Term to June 30, 2022

Dave Conway gave the staff report. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Adjourn APCD

9:17 AM Chair Menetrey adjourned the APCD meeting.

Reconvene as Board of Supervisors

9:17 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Building** **2021-ORD-1164**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 15.10 of the Mariposa County Code", Amending Chapter 15.10, Sections 040, 080, 100, 110, 130, 150, 160, 180, 190, and 200 of the Building and Construction Code to Clarify the Intent of the Adoption of the Codes

Chair Long presented the item. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

2. **HHS/Behavioral Health & Recovery Services RES-2021-397**

Approve an Agreement with Alliance for Community Transformations to Operate the Connections Emergency Shelter in an Amount Not to Exceed $422,914, Less the Amount of Additional Grants Awarded to Contractor that Would Fulfill or Offset Services Outlined Within This Contract (If Received and Expended During the Term of This Agreement); and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report. In response to an inquiry from Supervisor Sweeney, Ms. Gadd discussed funding and funding sources. Ms. Gadd then introduced Allison Tudor/Alliance for Community Transformation Executive Director who reported on the number of people served by Connections. No public comment.

In response to Supervisor Forsythe's inquiries, Allison Tudor discussed the involvement of Red Coat Properties, which is owned by Dave and Denise Conway. Ms. Tudor provided an overview of the purchase, noting that Wayne Eisenhart negotiated the contract. Joe Lynch noted that his involvement was in his previous position, and assured that County General Fund dollars were not used in the negotiations or for supplies. Mr. Lynch also noted that the cost for the emergency site on Joe Howard was $100,000 per month. In response to Supervisor Forsythe's prompt, County Counsel reported on efforts by Liebert Cassidy Whitmore (LCW) which found that there was no conflict of issue under any law. Supervisor Menetrey discussed the Court decision requiring a homeless shelter, and the public input previously received by the Board. Supervisor Long extended thanks to County Counsel for procuring a legal determination from LCW.

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Tom Sweeney, Marshall Long, Miles Menetrey
ABSTAIN:	Wayne Forsythe
EXCUSED:	Rosemarie Smallcombe

3. **Public Works RES-2021-398**

Authorize the Public Works Director to File a Revised Project List for RMRA Road Projects for FY 21/22 with the State Transportation Commission

Shannon Hansen/Deputy Director of Public Works gave the staff report. No public comment.

RESULT:	**ADOPTED [4-0]**
MOVER:	Tom Sweeney, District II Supervisors
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

4. **County Counsel RES-2021-399**

Adopt Countywide Ergonomic Program Policy and Procedures

Steven W. Dahlem/County Counsel gave the staff report., noting in response to Supervisor Sweeney, that the Risk Manager is also the Ergonomic Officer. No public comment.

RESULT:	**ADOPTED [4-0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

5. **Administration RES-2021-400**

Approve Agreement 4CA05349 in an Amount Not to Exceed $1,037,419.00, and Agreement 4CA05350 in an Amount Not to Exceed $440,379.00, with CAL FIRE for Command and Control, Dispatch and Extended Fire Protection Availability (Amador) Services from July 1, 2021 through June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreements

Joe Lynch/Assistant County Administrative Officer noted a correction to the agreement then introduced Steve Ward/Cal Fire - County Fire Chief who gave the staff report. Board discussion ensued regarding the Local Emergency Medical Services Agency. No public comment.

CORRECTION:
Remove Station 27 from the list.

RESULT:	**ADOPTED AS AMENDED [4-0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

6. **Administration RES-2021-401**

Approve a Budget Action Recognizing and Allocating Funds Received through the Community Power Resiliency Allocation Program ($77,300) and Transferring Funds from General Fund Contingency to the Community Power Resiliency Allocation Fund ($8,685) 4/5ths Vote Required

Joe Lynch gave the staff report. No public comment.

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Miles Menetrey, District V Supervisor
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

7. **Administration** **RES-2021-402**

Ratify the County Administrative Officer (Purchasing Agent) Signature on the Purchase Sale Agreement and Accompanying Documents for 5123 Jones Street in Mariposa

Joe Lynch gave the staff report. In response to Supervisor Forsythe's inquiry, Mr. Lynch noted that they have received some of the inspection reports and that there need to be further discussions as to next steps. Mr. Lynch also noted that there are no General Fund monies being used for inspections or anything else. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Miles Menetrey, District V Supervisor
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

I. Items removed from Consent Agenda

None.

Recess

10:10 AM Chair Long recessed the meeting for a brief break and reconvened at 10:15 AM.

J. Board Information

Information received.

K. Closed Session

1. **County Counsel** **(ID # 11929)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public input.

RESULT: **CLOSED SESSION HELD**

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

2. **Administration (ID # 11946)**

CLOSED SESSION: Public Employment: Agricultural Commissioner / Sealer of Weights & Measures

No public input.

RESULT: CLOSED SESSION HELD

L. Recess

10:33 AM Chair Long moved the meeting into Closed Session.

M. 2:00 PM Reconvene

2:00 PM Chair Long reconvened the Board of Supervisors meeting.

1. **Planning (ID # 11928)**

Conduct Development Code Update Workshop #3: Mariposa County Zoning and Subdivision Ordinance Updates to Implement the General Plan and State Law

Sarah Williams/Planning Director introduced the consultants from Mintier Harnish who gave a PowerPoint presentation. During public comment, Jim Evans urged keeping housing forefront in any policy decisions.

RESULT: INFORMATION RECEIVED

Recess

2:34 PM Chair Long moved the meeting back into Closed Session.

Reconvene

3:36 PM Chair Long reconvened the Board of Supervisors meeting and reported out that Information was Received and Direction was Given in both Closed Sessions.

N. Adjournment

3:37 PM Chair Long adjourned in memory of Melissa Baker, Sheila Hill, and Richard Morton Hulbert.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jul 6, 2021 9:00 AM (Considered Separately)

MARIPOSA COUNTY

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

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the July 13, 2021 Meeting

---

Handouts from the Departmental Presentation Portion of the July 13, 2021, Meeting:

- Extreme Heat Response Fact Sheet received from Shannon Gadd/HHSA Director.

ATTACHMENTS:
Extreme Heat Response Flyer from Shannon Gadd(PDF)

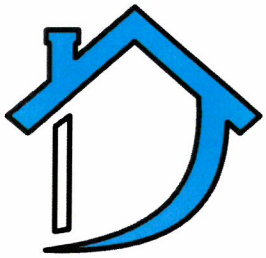
RESULT: INFORMATION RECEIVED

Mariposa County
Health & Human Services Agency

Extreme Heat Response

The heat index is how hot the heat-humidity combination makes it feel. We know that an increased heat index increases health risks. When the heat index is above 105 F, sunstroke, heat cramps, and heat exhaustion are likely, and heat stroke is possible with prolonged exposure or activity. For these reasons, when the heat index is projected to be over 105 F for three consecutive hours over three consecutive days with little overnight relief from dropping temperatures, Mariposa County Health and Human Services opens cooling centers in the affected areas.

July 8th - 11th Mariposa County experienced extreme heat, and Health and Human Services responded.



Cooling Centers

Two locations organized & staffed by HHSA - Mariposa County Library & Catheys Valley McCay Hall/Fire Station.
Open Friday - Sunday

9 residents utilized the cooling centers. All visited the Mariposa location with none utilizing Catheys Valley. 6 on Saturday, 3 on Sunday.

Additional sites were opened by Yosemite National Park in Yosemite Valley & Wawona.
Open Friday - Monday

Pool Services

HHSA coordinated with Parks and Recreation to offer extended pool hours Thursday - Sunday at no cost to the public.

There were 298 check-ins counted from Thursday to Sunday during the 1:00 -7:00 pm extended timeslot.

Parks and Recreation reported that the number for Mariposa were average, but they saw a significant increase in pool use in El Portal and Coulterville.

Outreach

HHSA staff called 118 community members on the IHSS and SAFE lists to gauge community needs. Call 209-966-3689 to be added to the SAFE list for future events.

HHSA was available to take calls for support Thursday - Sunday. 2 calls and one in-person interaction were reported on Friday. No calls were reported Saturday or Sunday.

HHSA staff worked the cooling centers, posted on and monitored social media, and were on call for support including transportation to cooling centers.

Attachment: Extreme Heat Response Flyer from Shannon Gadd (12004 : Handouts from Departmental Presentation Portion of the July 13, 2021

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-412

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Annually a report is generated listing the Fees associated with County Service Area 1-M and the Fee report is placed on the Property Tax Roll Upon Board of Supervisors Approval. For Fiscal Year 2021-22 the Fees remain unchanged from the previous year. The Public Works Department is asking for Board Approval of the Fees and authorization for them to be placed on the Property Tax Roll for Fiscal Year 2021-22.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 14, 2020 per Resolution CSA1M-2020-5 the Board approved the FY20-21 fee structure for Lake Don Pedro Service District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action in authorizing the fees would cause the non-collection of fees required for continuing to provide off-season fire protection in the Lake Don Pedro Service District.

ATTACHMENTS:
Resolution - CSA 1-M (PDF)
Public Hearing Notice - CSA 1-M (PDF)
CEQA Form - NOE CSA1M (PDF)
Exhibit A - CSA 1-M (PDF)

REF ID# 11884

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA 1-M.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2021-2022, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

Attachment: Resolution - CSA 1-M (RES-2021-412 : Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M)

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2021-2021.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshal Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution - CSA 1-M (RES-2021-412 : Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M)

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1-M
(Lake Don Pedro off-season Fire Protection)

On Tuesday, July 13, 2021, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1-M (Lake Don Pedro off-season fire protection). The fees are to be placed on the property tax roll for fiscal year 2021-22.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Attachment: Public Hearing Notice - CSA 1-M (RES-2021-412 : Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M)

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area 1-M Authorized Fees

Project Location-Specific: Mariposa County and Lake Don Pedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15301
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 6/15/21
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

Attachment: CEQA Form - NOE CSA1M (RES-2021-412 : Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M)

EXHIBIT "A"
COUNTY SERVICE AREA 1-M
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

CSA NAME	ADDRESS*	SERVICE	21-22 FEE
County Service Area 1-M		Off-Season Fire Protection	
Location: Lake Don Pedro			
Developed Lots			$60.00
Undeveloped Lots			$12.00

Attachment: Exhibit A - CSA 1-M (RES-2021-412 : Public Hearing: Adopt the Current Fee Structure for County Service Area 1-M)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-413

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No. 1

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt the Current Fee Structure for Mariposa Countywide County Service Area (CSA) No. 1 Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22.

Annually a report is generated listing the fees associated with CSA No. 1. These fees are then placed on the property tax roll upon Board of Supervisors approval for Fiscal Year 2021-22. Royal Oaks was processed through Proposition 218 and has an annual escalator which is represented in the attachment. All other ZOB rates remain the same.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 14, 2020 per Resolution 2020-410 the Board approved the FY2020-21 fee structure for CSA No. 1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action in authorizing the fees would cause non-collection of fees required to continue providing road maintenance services to the zones of benefit.

ATTACHMENTS:
Resolution - CSA NO 1 (DOC)
Public Hearing Notice - CSA No. 1 (PDF)
CEQA Form - NOE CSA No.1 (PDF)
Exhibit A - CSA No. 1 (PDF)

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

REF ID# 11886

MARIPOSA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA NO. 1.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2021-2022, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

Attachment: Resolution - CSA NO 1 (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2021-2022.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshal Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution - CSA NO 1 (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1
(Road Maintenance Zones of Benefit)

On Tuesday, July 13, 2021, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1 (Road Maintenance Zones of Benefit). These fees are to be placed on the property tax roll for fiscal year 2021-22.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Attachment: Public Hearing Notice - CSA No. 1 (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area No. 1 Authorized Fees

Project Location-Specific: Mariposa County and Lake DonPedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15301
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 6/15/21
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

Attachment: CEQA Form - NOE CSA No.1 (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

CSA NAME	ADDRESS*	SERVICE	21-22 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Black Oak Ridge:	All	Road Maintenance	$100.00
Lakeside Drive	5641		$100.00
Placer Lane	6331, 6334		$100.00
Whitlock Road	5830		$100.00
Broncho Hollow:		Road Maintenance	
Broncho Hollow Lane	4029, 4089		$61.24
Broncho Hollow Lane	4004		$122.50
Broncho Hollow Lane	3786 to 3984		$141.70
Deer Run	All		$185.48
Hidden Valley	All		$61.24
Indian Peak	3950		$61.24
Quail Run	All		$185.48
Quail Hollow	All		$185.48
Rocky Hollow	All		$61.24
Wildcat Springs	All		$185.48
Windy Hollow	All		$185.48
El Toro Road:	All	Road Maintenance	$170.20
Hornitos Road	5425		$170.20
Greeley Hill Estates:		Road Maint & Water Tank	
Dogtown Road	All except 6363		$12.00
Dogtown Road	6363		$36.00
Dogtown Road	6408, 6410		$67.00
Ponderosa	All		$36.00
Quail Mine	All		$72.00
Texas Hill	All		$12.00
Jordan View	All	Road Maintenance	$10.00
Leichtlin Lane	All	Road Maintenance	$100.00
Little Bear Road	All	Road Maintenance	$346.50
Totokon	4338		$346.50
Miami Mountain:		Snow Removal	
Apple Seed	1841		$25.00
Highway 49 South	1777		$25.00
Miami Meadow	2019		$25.00
Nutter Ranch	All		$25.00
Stage Coach	1740		$25.00
Millbrow Estates:		Road Maintenance	
Millbrow	All		$110.00
Holtzel	10224, 10258		$110.00
Montana de Paz	All	Road Maintenance	$251.80
Pagala Springs	All	Road Maintenance	$355.44
Royal Oaks Estates		(See Exhibit "A" page 3 & 4)	
Granite Springs Estates		(See Exhibit "A" page 5)	
Sierra Vista Estates:		Road Maintenance	
Indian Peak	4138		$250.00
Mountain Way	All		$250.00
Sierra Vista	All		$250.00
St. Andrews Road	5072, 5075	Road Maintenance	$795.00

Attachment: Exhibit A - CSA No. 1 [Revision 1] (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

CSA NAME	ADDRESS*	SERVICE	21-22 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Terrace View	All	Road Maintenance	$109.50
Usona Ridge Road	3189 to 3230	Road Maintenance	$100.00
Black Bear Mtn	1812 to 1818		$100.00
Yosemite View Estates		Road Maintenance	
Carson Creek View	4214, 4225		$420.32
Wilbur's Way	All		$420.32

* Note: For Zones of Benefit "All" means all adresses on that road within the zone.

Attachment: Exhibit A - CSA No. 1 [Revision 1] (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

Royal Oaks Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessment
1	017-660-001-0	White Oak Ridge LLC	4508	Royal Oaks CT	Mariposa	CA	95338	314.91
2	017-660-002-0	Rogerson, Peter	4510	Royal Oaks CT	Mariposa	CA	95338	345.35
3	017-660-003-0	Kottman, Janet	4528	Royal Oaks CT	Mariposa	CA	95338	412.90
4	017-660-004-0	Bratt, Bruce/Kathleen	4550	Royal Oaks CT	Mariposa	CA	95338	541.48
5	017-660-005-0	Dozier, Roger/Georgia	4576	Royal Oaks CT	Mariposa	CA	95338	631.11
6	017-660-006-0	Avina, Armando	4583	Royal Oaks CT	Mariposa	CA	95338	639.44
7	017-660-007-0	Kinslow, Michael/Laurie	4585	Royal Oaks CT	Mariposa	CA	95338	639.44
8	017-660-008-0	Santschi, Dennis/Donna	4421	Bural Dr	Mariposa	CA	95338	436.15
9	017-660-009-0	Marquez, Edward	4548	Little Buck RD	Mariposa	CA	95338	502.84
10	017-660-010-0	Barajas, Arnulfo	4541	Royal Oaks CT	Mariposa	CA	95338	480.42
11	017-660-011-0	Jorgensen, Kenneth/Joyce	4557	Royal Oaks CT	Mariposa	CA	95338	525.16
12	017-660-012-0	United Security Bank	4567	Royal Oaks CT	Mariposa	CA	95338	631.11
13	017-660-013-0	Uccelli Annette	4371	Bural Dr	Mariposa	CA	95338	255.20
14	017-660-014-0	James, David	4391	Bural Dr	Mariposa	CA	95338	255.20
15	017-660-015-0	White Oak Ridge LLC	4541	Little Buck RD	Mariposa	CA	95338	386.76
16	017-660-016-0	White Oak Ridge LLC	4545	Little Buck RD	Mariposa	CA	95338	402.53
17	017-660-017-0	White Oak Ridge LLC	4245	Burl Dr	Mariposa	CA	95338	255.20
18	017-660-018-0	Garrett, Clayton/Lisa	4237	Burl Dr	Mariposa	CA	95338	255.20
19	017-660-019-0	Duran, Jose/Maria	4358	Burl Dr	Mariposa	CA	95338	255.20
20	017-660-020-0	Tiner, David/Christina	4348	Burl Dr	Mariposa	CA	95338	255.20
21	017-660-021-0	Entrust Administration Inc	4232	Burl Dr	Mariposa	CA	95338	255.20
22	017-660-022-0	Lee, Yu-Ching	4372	Burl Dr	Mariposa	CA	95338	255.20
23	017-660-023-0	Schaddelee, Robert	4390	Burl Dr	Mariposa	CA	95338	255.20
24	017-660-024-0	Vanhoogmoed, Andrew/Caro	4260	Burl Dr	Mariposa	CA	95338	255.20
25	017-660-025-0	Montano, Wilfredo	4256	Burl Dr	Mariposa	CA	95338	255.20
26	017-660-026-0	Gonzalez,Jorge	4252	Burl Dr	Mariposa	CA	95338	255.20
27	017-660-027-0	Malavong Manisay	4248	Burl Dr	Mariposa	CA	95338	255.20
28	017-660-030-0	Swain, James/Kathleen	4394	Burl Dr	Mariposa	CA	95338	255.20

Attachment: Exhibit A - CSA No. 1 [Revision 1] (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

Royal Oaks Estates (continued)

29	017-660-031-0	Brar Holdings Inc	4412	Burl Dr	Mariposa	CA	95338	255.20
30	017-660-032-0	Goka, Margaret	4424	Burl Dr	Mariposa	CA	95338	255.20
31	017-660-033-0	White Oak Ridge LLC	4465	Burl Dr	Mariposa	CA	95338	255.20
32	017-660-038-0	White Oak Ridge LLC	4244	Burl Dr	Mariposa	CA	95338	255.20
33	017-660-039-0	Pompano LLC	4240	Burl Dr	Mariposa	CA	95338	255.20
								$11,738.49

Attachment: Exhibit A - CSA No. 1 [Revision 1] (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

Granite Springs Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessment
1	001-140-025	Lopez	9792	Creekside				$32.68
2	001-140-026	Salas	9788	Creekside				$73.48
3	001-140-027	Her	9775	Creekside				$87.74
4	001-140-028	Ruiz	9774	Creekside				$114.22
5	001-140-029	Lopez	9759	Creekside				$147.10
6	001-140-030	Ruiz	9758	Creekside				$154.98
7	001-140-031	Erickson	9751	Creekside				$194.34
8	001-140-032	Crockett	9740	Creekside				$196.00
9	001-140-022	Delano	9793	Creekside				$53.38
10	001-140-033	Fink		Remainder				$2,523.26
								$3,577.18

Attachment: Exhibit A - CSA No. 1 [Revision 1] (RES-2021-413 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No.

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-416

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA) No. 3

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adoption a Resolution Establishing the Current Fee Structure for Mariposa County Service Area (CSA) No. 3; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Annually a report is generated listing the Fire Assessment Fee for CSA No. 3 and staff requests Board of Supervisors approval to have these fees placed on the property tax roll.

The requested public hearing gives property owners within CSA No. 3 public notice of what the proposed fee is for FY21-22 and provides an opportunity for testimony in favor or opposition to the proposed fee. For FY21-22 there is no change to the fee from the previous year. Upon completion of the public hearing staff recommends adoption of the annual fee schedule and Board authorization to place the fee on the FY21-22 property tax roll.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 14, 2020 per Resolution 2020-409 the Board approved the FY2020-21 fee structure for CSA No. 3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would be unable to collect the fire assessment fees that are necessary to fund the lease/purchase of fire engines and other appropriate district services.

ATTACHMENTS:
Resolution CSA 3 (PDF)
Public Hearing Notice - CSA No. 3 (PDF)
CEQA Form - NOE CSA No.3 (PDF)
Exhibit A - CSA No. 3 (PDF)

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

MARIPOSA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA NO. 3.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2021-2022, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

Attachment: Resolution CSA 3 (RES-2021-416 : Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA) No. 3)

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2021-2022.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshal Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution CSA 3 (RES-2021-416 : Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA) No. 3)

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 3
(Structural Fire Protection)

On Tuesday, July 13, 2021, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 3 (structural fire protection). These fees are to be placed on the property tax roll for fiscal year 2021-22.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Attachment: Public Hearing Notice - CSA No. 3 (RES-2021-416 : Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA)

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area No. 3 Authorized Fees

Project Location-Specific: Mariposa County

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15301
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** (209) 966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 6/15/21
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

Attachment: CEQA Form - NOE CSA No.3 (RES-2021-416 : Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA) No.

EXHIBIT "A"
COUNTY SERVICE AREA No. 3
TO BE PLACED ON TAX ROLL FISCAL YEAR 2021-22

CSA NAME	ADDRESS	SERVICE	FY21-22 FEE
County Service Area No. 3		Structural Fire Protection	$80.00
Location: Countywide			
Excluding parcels in MPUD			
Developed Lots			

Attachment: Exhibit A - CSA No. 3 (RES-2021-416 : Public Hearing: Adopt the Current Fee Structure for County Service Area (CSA) No. 3)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-414

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Declare Summer Saturdays in Coulterville a County-Sponsored Event and Waive Encroachment Fee

---

RECOMMENDATION AND JUSTIFICATION:
Declare Summer Saturdays in Coulterville a County-Sponsored Event and waive Encroachment Fee. The Summer Saturdays Event will be held on July 17th, August 21st and September 18th, 2021. The event will require the closure of Park Lane between Main Street and Broadway from 1:00 pm to 7:00 pm.

This event is sponsored by Coyotefest Productions and will replace the annual Coyote Howl.

An assemblage Permit is not required for a County sponsored event under County Code 8.28.032B Exemptions. (Attached).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar events in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the event coordinator will need to purchase insurance.

ATTACHMENTS:
Map - for summer days (PDF)
Encroachment Permit (PDF)
County Code 8.28.32 Exemptions - Assemblage Permit (PDF)

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

REF ID# 11973

STREET CLOSED

BROADWAY

EVENT PARKING IN CLOSED STREET

GATHERING AREA IN PARK

HIGHWAY 49N

MAIN ST

STREET CLOSED

SUMMER DAYS IN COULTERVILLE 2021 COYOTEFEST PRODUCTIONS
JULY 17, AUGUST 21, SEPTEMBER 18
1PM TO 7PM
FOR ADDITIONAL INFORMATION PLEASE CONTACT MARYANN HUFF AT 209-878-0111

Attachment: Map - for summer days (RES-2021-414 : Declare Summer Saturdays in Coulterville a County-Sponsored Event and Waive

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: June 21, 2021

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Park ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
   ____ROAD CROSSING
   ____WATER PIPE, CULVERT, ETC.
   ____LDA ROAD
2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. __X__OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Park Street, inbetween Main St and Broadway

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: _____-_____-_____
6. ADDRESS OF PARCEL: n/a

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: 5389
(Issued Once Fee * is Paid)
DATE ISSUED: 7/6/2021
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

MaryAnn Huff
OWNER'S NAME (Please Print)
MaryAnn Huff
SIGNATURE OF OWNER/APPLICANT **
PO Box 249
OWNER'S MAILING ADDRESS
Coulterville 95311
CITY ZIP

209-878-0111 moonshine.huff@gmail.com
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Permit (RES-2021-414 : Declare Summer Saturdays in Coulterville a County-Sponsored Event and Waive

8.28.032 Exemptions FOR COUNTY CODE ASSEMBLAGE PERMIT REQUIREMENTS

The following shall be exempt from the requirement to obtain a public assembly permit:

A. Public or private gatherings in existing facilities designed for such gatherings where adequate provisions for health, safety and public welfare have been made and approved by the county, provided such gatherings or assemblages do not exceed the capacity of such facilities as established by the county, and provided that the activities proposed therein do not otherwise violate the laws of the state and the ordinances and laws of the county. Any gathering in excess of two hundred fifty people on public property of the county requires the advance written permission of the county in order to qualify for this exemption;

B. Public assemblages adopted by the county as official county activities;

C. Public assemblages occurring entirely within the boundaries of Yosemite National Park on lands owned and controlled by the federal government;

D. Public assemblages of over two thousand five hundred people on any land, or within structures or enclosures in the county on any particular day for which a conditional use permit is required to be obtained through the process identified in Chapter 8.28.030 of this title. For such assemblages, the conditional use permit process shall replace the public assemblage permit process. .

HISTORY
Adopted by Ord. 551 Sec. 1 (part) on 7/15/1980
Amended by Ord. 965 Sec. I on 5/15/2001

Attachment: County Code 8.28.32 Exemptions - Assemblage Permit (RES-2021-414 : Declare Summer Saturdays in Coulterville a County-

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2021-415

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding

---

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel).

The Mariposa County Board of Supervisors has reviewed and hereby approves a grant application in the amount not to exceed $40,000.

In July 2017, the Mariposa County Board of Supervisors approved the Economic Vitality Strategy (EVS) Update, which included investigating market demand for a conference/event center. Since the 2017 EVS Update, Mariposa County has experienced some development growth, including the approval of the plans for the Brown Bear Resort Hotel and Conference Center by the BOS in December 2020. With the growth and additional development interest in Mariposa County, the question still remains whether or not the County would benefit from more year-round businesses.

The addition of new high capacity lodging facilities with conference centers located in Mariposa County would bring year-round job opportunities to the area.
A feasibility study would help the County determine the feasibility and sustainability of new hotel/conference centers throughout Mariposa County, as well as suggest possible locations. If the addition of new hotel/conference facilities is proven feasible, the County can pursue new development.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
February 11, 2014 - The BOS received a presentation by Roger Biery, Economic Development Corporation (EDC) President, providing an update on the EDC's effort to recruit a developer/operator for the Mariposa Resort Hotel and Conference Center. The presentation included discussion about a feasibility study for the project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would forgo this grant opportunity and County staff would explore other grant opportunities to assist low and moderate income residents.

FINANCIAL IMPACT:
This is an opportunity to apply for $40,000 CDBG funds available through the 2021 NOFA. The funds will benefit Mariposa County's low and moderate income residents. There is no match required. Mariposa County has ultimate fiscal responsibility for these activities.

ATTACHMENTS:
application (PDF)
board memo for Resort Hotel Conference Center Feasibility Study (PDF)
CDBG PowerPoint Presentation(PDF)

RESULT: **ADOPTED AS AMENDED [3 TO 1]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
NAYS: Tom Sweeney
EXCUSED: Miles Menetrey

EXHIBIT E

Award Number

PO Number

Section I

Activity Category

Choose your Activity Category from the list below. Eligible activities are defined by 24 CFR §570.482 et. seq. https://www.law.cornell.edu/cfr/text/24/570.482

Programs

Activity (ED Programs)

Choose your specific activity from the list below based on HUD Matrix Code. Matrix code definitions can be located at: https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf

18B Economic Development: Technical Assistance

National Objective (BA)

Choose the national objective from the list below. Criteria for national objectives can be located at 24 CFR §570.483. https://www.law.cornell.edu/cfr/text/24/570.483

(LMJ) Low/mod job creation and retention

Section II

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Measure Indicator

Choose the measure indicator from the list.

Jobs created or retained

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf (https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf)

Number of Beneficiaries

900

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). https://www.law.cornell.edu/cfr/text/24/570.483

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Elderly Persons, Homeless Person, Migrant Farm Workers, Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Duly Diagnosed, Other

Section III

Organization Name

Enter the name of the responsible entity.

County of Mariposa

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Organization Street Address

5,100

Organization Street Name

Bullion Street

Organization Suite

Organization City

Mariposa

Organization State

US-CA

Organization Zip Code

95,338

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd) to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd)

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

Enter your county code.

043

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Census Tract

Enter your census tract.

000101

Census Block Group(s)

Choose your census block group(s).

01, 02, 03, 04, 05

Address

Enter the primary address for the Applicant.

P.O. Box 784, Mariposa, CA 95338

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

Enter a descriptive name of your project.

Resort Hotel & Conference Center Feasibility Study

Activity Street Address:

5,100

Activity Street Name:

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Bullion Street

Activity City:

Mariposa

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Activity State:

US-CA

Activity Zip Code:

95,338

Activity Description

Mariposa County is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores, as well as several lodging partners, including a plethora of vacation rentals.

As the home to Yosemite National Park, Mariposa County's economy is driven by tourism. The County's General Plan includes two optional elements that demonstrate this support: Regional Tourism and Economic Development. The connection between these two elements is explained as follows in the Regional Tourism Element: "Expansion of the regional tourism sector of the County's economy is one of the fundamental goals of the Economic Development Element." That Element includes policies and implementation measures to expand the visitor-serving economy through a number of different efforts, including extending and strengthening the tourism season, reducing variations in off-peak and off-season visitation, as well as increasing lengths of stay and room average daily rates, and strengthening the County's position as a major destination for visitor activities related to groups, meetings and conventions, as well as social & cultural tourism and interest-based visitation, such as agri-nature tourism. In addition, in the 2017 Economic Vitality Strategy (EVS) Update, Goal #1 is to strengthen and enhance the tourism sector, and Objective 1.1 was to continue to position Mariposa County as a year-round, internationally-recognized tourist destination. With over 40 million residents in California only a short drive from Yosemite/Mariposa County, this region is a perennially popular vacation destination for tourists, and meetings, as well; however, the current conference facilities fall extremely short of existing demand, or are adequate only for relatively small groups and events. During the traditional vacation season (April through October), hotel/motel occupancy throughout Mariposa County (including in Yosemite) regularly approaches 100 percent with relatively high average daily rates. The resort hotel and conference center feasibility study would help the county identify demand for the development of a new hotel and conference center, or centers, and whether or not a new lodging development would be feasible and sustainable in Mariposa County. Mariposa County has not had a new hotel developed since 1991, aside from AutoCamp, which is a glamping facility utilizing Airstream Trailers with limited meeting facilities. Outside of Yosemite National Park (YNP), the County's only resort hotel/conference center is located at the South Gate of YNP, which is isolated away from Mariposa's primary commercial district. Additionally, the hotel & meeting facilities located inside of Yosemite National Park are not permitted by the Park Service to allow group meetings use from April through September, to allow unrestricted public access to these facilities.

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

H.5.a

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Detailed Scope of Work - Task Narrative

INTRODUCTION
The County of Mariposa hereinafter called “Applicant” is partnering with the Economic Development Corporation (EDC) of Mariposa County, hereinafter called “Subapplicant”. The applicants wish to hire a consultant to perform a feasibility study for a resort hotel & conference center.

HOTEL & CONFERENCE CENTER FEASIBILITY STUDY OVERVIEW

TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP PUBLIC HEARING
Submit a public notice to the local newspaper advertising the public hearing for the RFP.

TASK 2 - PUBLIC HEARING FOR RFP
Conduct a public hearing to discuss the feasibility study for a resort hotel/conference center in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

TASK 3 - RELEASE RFP/RFI
Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website, the EDC website and other networks, such as the Yosemite/Mariposa County Tourism Bureau and the Mariposa County Chamber of Commerce.

TASK 3.5 – Outbound Follow-up
Hire a firm to make outbound follow-up calls to RFP recipients to ascertain interest, ensure receipt of the RFI/RFP and encourage participation.

TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS
Organize a team of professionals in the tourism/lodging or economic development fields to score and rank the proposals.

TASK 5 - REVIEW PROPOSALS
Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT
Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA
Determine which area of the county the feasibility study will cover.

TASK 8 - ESTABLISH POSSIBLE LOCATIONS/PROPERTIES
Using the County's zoning maps, identify possible locations/properties for a resort hotel & conference center
a. Zoned Resort Commercial
b. Zoned Mountain General - Will need General Plan amendment for zone change.
c. Other Commercial Zones - Will need General Plan amendment for zone change and possibly Conditional Use Permit (CUP), as well as other conditions.

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

TASK 9 - ESTABLISH QUALIFIED WORKFORCE
Reach out to Motherlode Job Training and Mariposa County High School

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

Detailed Scope of Work - Deliverable Narrative
Scope of Work – Deliverable Narrative

Deliverable 1 - RFP DRAFT (Request for Proposal)
Deliverable 2 - PUBLIC HEARING
Deliverable 3 - RFP RELEASE
Deliverable 3.5 – FOLLOW-UP CALLS
Deliverable 4 - SELECT PROPOSAL REVIEW TEAM (LODGING PARTNERS)
Deliverable 5 - PROPOSAL REVIEW
Deliverable 6 - HIRE CONSULTANT
Deliverable 7 - SERVICE AREA ESTABLISHMENT
Deliverable 8 - IDENTIFY POSSIBLE LOCATIONS/PROPERTIES
Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to include additional optional milestones?

No

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Accept Grant Award/Standard Agreement

Milestone #1 Completion Date

09/01/2021

Confirmation of Closeout - Milestone #10

Grant closeout

Confirmation of Closeout - Milestone #10 Completion Date

09/01/2023

Understanding of Market and Need for Microenterprise Technical Assistance

Identify technical assistance program market area and appropriate search category to collect data best representing the area, Determination of the number of businesses by industry category and segment – use NAICS code level breakdown, Determination and decision related to targeted technical assistance program market area by standard Census Bureau's employment, Identify the opportunities within categories

Identifying and Analyzing Partners and Competitors serving Microenterprise Clients

Identify all other private and public sources serving the market area, Include a recent survey of local businesses to assess and analyze current demand including documenting the level of potential, Determine specific microenterprise assistance demand based on targeted market segment evaluation and existing microenterprise

Identify all other private and public sources serving the market area to determine:

Level and extent of technical assistance provided in the market area by the competitors/partners.

Types of businesses served by existing competitors/partners.

Competitors/partners costs for services.

Market area served by competitors/partners.

Demand projections and conclusions

Determine and validate the total number of clients that may be interested, Validate requested funding, Determine reasonableness of assumptions

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

Determine and validate the total number of clients that may be interested in the services annually over the term of the grant:

Determine and validate the services offered.

Determine the range of services being offered.

Include a strategy and plan for marketing the technical assistance program.

Determine the reasonableness of the assumptions based on the target market, proposed extent and level of services, and the cost of providing the proposed services.

Do you have a signed agreement with a contractor/subrecipient?

The procurement of any contractor must follow the standards found in 2 CFR §§200.317-200.326:

https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7

No

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 (https://www.law.cornell.edu/cfr/text/24/570.503) Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 (https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7) Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.###### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.###### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.###### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ###### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted or draft:

Activity implementation plan

Upload your adopted or draft program documentation

RFI.pdf

Attachment: application (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution Approving an Application for CDBG Funding)

MARIPOSA COUNTY

DALLIN KIMBLE
County Administrative Officer

P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org
www.mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer

Date: June 29, 2021

Subject: CDBG (Community Development Block Grant) – 2021 NOFA

For your consideration, CDBG 2021 NOFA Economic Development (ED) Grant Authorizing Mariposa County to Apply for the state funding, and use the funds for a Resort Hotel/Conference Center Feasibility Study.

Activity Description

Mariposa County is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores, as well as several lodging partners, including a plethora of vacation rentals.

As the home to Yosemite National Park, Mariposa County's economy is driven by tourism. The County's General Plan includes two optional elements that demonstrate this support: Regional Tourism and Economic Development. The connection between these two elements is explained as follows in the Regional Tourism Element: "Expansion of the regional tourism sector of the County's economy is one of the fundamental goals of the Economic Development Element." That Element includes policies and implementation measures to expand the visitor-serving economy through a number of different efforts, including extending and strengthening the tourism season, reducing variations in off-peak and off-season visitation, as well as increasing lengths of stay and room average daily rates, and strengthening the County's position as a major destination for visitor activities related to groups, meetings and conventions, as well as social & cultural tourism and interest-based visitation, such as agri-nature tourism. In addition, in the 2017 Economic Vitality Strategy (EVS) Update, Goal #1 is to strengthen and enhance the tourism sector, and Objective 1.1 was to continue to position Mariposa County as a year-round, internationally-recognized tourist destination. With over 40 million residents in California only a short drive from Yosemite/Mariposa County, this region is a perennially popular vacation destination for tourists, and meetings, as well; however, the current conference facilities fall extremely short of existing demand, or are adequate only for relatively small groups and events. During the traditional vacation season (April through October), hotel/motel occupancy throughout Mariposa County (including in Yosemite) regularly approaches 100 percent with relatively high average daily rates. The resort hotel and conference center feasibility study would help the county identify demand for the development of a new hotel and conference center, or

Attachment: board memo for Resort Hotel Conference Center Feasibility Study (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution

centers, and whether or not a new lodging development would be feasible and sustainable in Mariposa County. Mariposa County has not had a new hotel developed since 1991, aside from AutoCamp, which is a glamping facility utilizing Airstream Trailers with limited meeting facilities. Outside of Yosemite National Park (YNP), the County's only resort hotel/conference center is located at the South Gate of YNP, which is isolated away from Mariposa's primary commercial district. Additionally, the hotel & meeting facilities located inside of Yosemite National Park are not permitted by the Park Service to allow group meetings use from April through September, to allow unrestricted public access to these facilities.

Scope of Work – Task Narrative

INTRODUCTION
The County of Mariposa hereinafter called "Applicant" is partnering with the Economic Development Corporation (EDC) of Mariposa County, hereinafter called "Subapplicant". The applicants wish to hire a consultant to perform a feasibility study for a resort hotel & conference center.

HOTEL & CONFERENCE CENTER FEASIBILITY STUDY OVERVIEW

TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP PUBLIC HEARING
Submit a public notice to the local newspaper advertising the public hearing for the RFP.

TASK 2 - PUBLIC HEARING FOR RFP
Conduct a public hearing to discuss the feasibility study for a resort hotel/conference center in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

TASK 3 - RELEASE RFP/RFI
Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website, the EDC website and other networks, such as the Yosemite/Mariposa County Tourism Bureau and the Mariposa County Chamber of Commerce.

TASK 3.5 – Outbound Follow-up
Hire a firm to make outbound follow-up calls to RFP recipients to ascertain interest, ensure receipt of the RFI/RFP and encourage participation.

TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS
Organize a team of professionals in the tourism/lodging or economic development fields to score and rank the proposals.

TASK 5 - REVIEW PROPOSALS
Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT
Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA
Determine which area of the county the feasibility study will cover.

TASK 8 - ESTABLISH POSSIBLE LOCATIONS/PROPERTIES

Attachment: board memo for Resort Hotel Conference Center Feasibility Study (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution

Using the County's zoning maps, identify possible locations/properties for a resort hotel & conference center
a. Zoned Resort Commercial
b. Zoned Mountain General - Will need General Plan amendment for zone change.
c. Other Commercial Zones - Will need General Plan amendment for zone change and possibly Conditional Use Permit (CUP), as well as other conditions.

TASK 9 - ESTABLISH QUALIFIED WORKFORCE
Reach out to Motherlode Job Training and Mariposa County High School

Scope of Work – Deliverable Narrative

Scope of Work – Deliverable Narrative

Deliverable 1 - RFP DRAFT (Request for Proposal)
Deliverable 2 - PUBLIC HEARING
Deliverable 3 - RFP RELEASE
Deliverable 3.5 – FOLLOW-UP CALLS
Deliverable 4 - SELECT PROPOSAL REVIEW TEAM (LODGING PARTNERS)
Deliverable 5 - PROPOSAL REVIEW
Deliverable 6 - HIRE CONSULTANT
Deliverable 7 - SERVICE AREA ESTABLISHMENT
Deliverable 8 - IDENTIFY POSSIBLE LOCATIONS/PROPERTIES
Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Resort Hotel & Conference Center Feasibility Study – BUDGET

Budget Narrative

Mariposa County will be applying for a 2021 NOFA economic development grant from CDBG that will fund the feasibility study. The estimated outbreak of costs for the project is as follows:

Estimated Hours and Costs

Task Approximate Hours Approximate Cost (@ $150/hour)

Task	Hours	Cost
Establish Service Area	8	$1200
Identify Possible Locations/Properties	40	$6000
Determine Eligible Workforce	40	$6000
Evaluate Current Market	40	$6000
Assess Workforce Needs	40	$6000
Reports, Presentations, Briefings, Planning Calls	80	$12000
	Subtotal	$37,200
General Administration (7%)		$2800
	GRAND TOTAL	**$40,000**

Attachment: board memo for Resort Hotel Conference Center Feasibility Study (RES-2021-415 : PUBLIC HEARING: Adopt a Resolution

Hotel & Conference Center Feasibility Study

2021 CDBG NOFA

Economic Development Grant Application

CDBG 2021 NOFA – Economic Development

CDBG
COMMUNITY DEVELOPMENT
BLOCK GRANT

- Economic Development - Undersubscribed
- Deadline Extended – July 15, 2021
- **Requesting $40,000**

Who?

- Economic Development Corporation of Mariposa County
- Mariposa County

ECONOMIC DEVELOPMENT CORPORATION

What?

- Hotel & Conference Center Feasibility Study
- Identify sustainability
- Throughout County
- Current Hotel Inventory
- Workforce
- Redefine Need

Why?

- In the 2017 EVS Update
- Bridge the Gap of the Shoulder Season
- Year-round jobs
- Niche Market
- Additional Lodging for Increased Tourism
- Impact on businesses and the economy.
- Business opportunity

How? / Budget

Task	Hours	Cost
Establish Service Area	8	$1200
Identify Possible Locations/Properties	40	$6000
Determine Eligible Workforce	40	$6000
Evaluate Current Market	40	$6000
Assess Workforce Needs	40	$6000
Reports, Presentations, Briefings, Planning Calls	80	$12000
	Subtotal	$37,200
General Administration (7%)		$2800
	GRAND TOTAL	**$40,000**

Questions

?

MARIPOSA COUNTY

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

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Discussion and Direction Regarding Upcoming Board Meetings

---

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Potential Changes to the Board's meeting schedule in light of the recently established September 14, 2021 Statewide election.

On January 5, 2021, the Board approved its annual meeting schedule which cancelled the September 7, 2021, Board of Supervisors regular meeting. (The approved schedule is attached to this item for reference.)

However, on July 5, 2021, the County Clerk advised that the Governor has called an election for September 14, 2021. Given that the September 14th election will be a county-wide election day, it triggers the provision of Mariposa County Code Chapter 2.04.010 which reads:

> *"In the event any Tuesday should be a county-wide election day, then and in such event, the regular meeting of the board, both as a board of supervisors and as the board of directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding Tuesday."*

Under this County Code provision, Election Day meetings "shall" be cancelled. However, this mandated cancellation will result in a span of three weeks with no Board meetings; specifically, August 31st (5th Tuesday), September 7th (cancelled meeting), and September 14th (election.)

Staff is now seeking Board direction regarding its desire for this period of time. While the Board cannot reschedule the September 14th meeting, potential actions include:

1) Make no change to the schedule as it stands. This will result in the noted three week span with no Board meetings.

   (This time frame does not pose any problem for the continuation of local emergencies but will result in a backlog of business when the Board reconvenes on September 21st.)

2) Reschedule the September 7, 2021, Board regular meeting.

Agenda Item - No Resolution Requested

(Rescheduling this meeting date may conflict with currently scheduled commitments.)

3) Schedule a Special Meeting for August 31st or some other date.

(It should be noted that Special Meetings are different under state law and must be limited to the business being conducted. Consequently, a Special Meeting agenda could not include the Introductions or Public Comment on Non-Agenda Items sections or, potentially, the Departmental Presentation and Board Information sections.)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

January 5, 2021: The Board approved its annual schedule.

Historically, the Board has adjusted its schedule as needed when unexpected events or needs have occurred.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not consider the matter, the schedule will remain unchanged with the noted three week span without Board meetings.

ATTACHMENTS:
Adopted 2021 Board meeting schedule (PDF)

RESULT: DIRECTION GIVEN

2021 Board of Supervisors Meeting Schedule (Adopted)

JANUARY:

January 5th
January 12th
January 19th
January 26th

FEBRUARY:

February 2nd
February 9th
February 16th
February 23rd

MARCH:

March 2nd
March 9th
March 16th
March 23rd
March 30th *No Board meeting - Fifth Tuesday*

APRIL:

April 6th
April 13th
April 20th
April 27th

MAY:

May 4th
May 11th
May 18th
May 25th

JUNE:

June 1st
June 8th
June 15th
June 22nd
June 29th *No Board meeting - Fifth Tuesday*

JULY:

July 6th
July 13th
July 20th
July 27th

Attachment: Adopted 2021 Board meeting schedule (11975 : Discussion and Direction Regarding Upcoming Board Meetings)

AUGUST:

August 3rd
August 10th
August 17th
August 24th
August 31st *No Board meeting - Fifth Tuesday*

SEPTEMBER:

September 7th - CANCELLED (Follows Labor Day)
September 14th
September 21st
September 28th

OCTOBER:

October 5th
October 12th
October 19th
October 26th

NOVEMBER:

November 2nd
November 9th
November 16th
November 23rd
November 30th *No Board meeting - Fifth Tuesday*

DECEMBER:

December 7th
December 14th
December 21st - CANCELLED for holidays
December 28th - CANCELLED for holidays

JANUARY 2022:

January 4th

Attachment: Adopted 2021 Board meeting schedule (11975 : Discussion and Direction Regarding Upcoming Board Meetings)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Performance Evaluation - County Counsel

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: County Counsel (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD