Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MARCH 11, 2025

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

Chair Smallcombe called the meeting to order.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Steve Engfer/Planning Department Director introduced Amy Miller. He noted she was very qualified for the position of Senior Planner with her Master's degree and 17 years experience in land use planning. He explained that she worked for Caltrans, the governor's office, the cities of Santa Monica and Philadelphia, and was the environmental planner for Delaware State government.

Amy Miller/Senior Planner noted she was excited to step into the role after a few years of remote work.

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

Chair Smallcombe read the consent agenda note and noted that CA. 11 would be pulled for further review and that CA. 3 had been withdrawn.

Public comment was received by Kristina Keheley/Health and Human Services Agency Director, who explained that CA. 8 was important due to the incredible work social workers accomplish. She read a statement written by Sydney Forga that included many kind sentiments, explained the gravity of the social work done for Mariposa's community, and thanked the Board for recognizing their accomplishments year round as well as through this proclamation.

Shannon Hansen/Public Works and Transportation Director commented on CA. 12, noting the agreement was for the Woodland Park batting cages. She expressed her gratitude to Sierra Masonry and Ranch Fence for all

the field work and batting cages, as well as gave thanks to the youth organizations for making the project possible. In response to notes from Chair Smallcombe, Ms. Hansen explained that the scoreboard was recently updated as well.

Leigh Westerlund/Assistant County Administrative Officer explained that Administration was thrilled to bring CA. 17. She stated that the agreement was indicative of the Lake Don Pedro Trail Blazers renewing their efforts that had been lagging the prior few years. She mentioned that the account had been collecting revenue for years through a grazing lease and had not been utilizing the funds. She explained that they would then be using those funds to clean up the trails, and they would proceed to close out the account.

Joe Lynch/County Administrative Officer, in reference to CA. 8, gave his thanks to Mariposa County's social workers. He stated that these staff members see individuals when they are at their worst and comfort them, their family, and their friends. He mentioned that during disasters they will work 15 or 20 hour-long days, and explained that sometimes neighbors help in times of need, but that social workers are always called on to help.

Supervisor Poe, in reference to CA. 2, explained his recent familiarity with water issues and that Senate Bill 463 would mean water districts with under 500 residents, like Lake Don Pedro, could waive the use of meters.

Supervisor Menetrey thanked the local contractors involved with CA. 12 and recognized that it was a great example of the quality of local contractors in Mariposa County.

Chair Smallcombe noted that CA. items 7, 11, and 17 were pulled for further discussion, and that CA. 3 was withdrawn.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Approve a Letter of Support for Senate Bill 463 (Alvarado-Gil), Legislation Ensuring Small Rural Water Districts can Meet the Water Needs of their Residents Without being Burdened by Costly and Unfunded Mandates (Supervisor Poe)

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2025

CA5. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February 2025

CA6. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in February 2025

CA8. **Health and Human Services Agency**

Proclaim the Month of March, 2025, as “Social Work Month "

CA9. **Health and Human Services Agency**

Approve an Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC DBA Santa Rosa Behavioral Healthcare Hospital in the Amount of $200,000 for Inpatient Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Sacramento Behavioral Healthcare Hospital, LLC in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Public Works**

Accept Donation of Labor to Mariposa County Public Works Parks and Recreation Division for Woodland Park Batting Cage Installation

CA13. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206; and Approve the Closure of 9th and 10th Streets between Bullion and Jones Streets for the Rotary Club of Mariposa Yosemite 19th Annual Art, Wine and Wheels on Saturday, May 24, 2025, from 11:00 AM to 5:00 PM Located on the Lawn of the Mariposa County Courthouse

CA14. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Butterfly Parade on Saturday, May 3, 2025, from 10:00 AM to 11:30 AM

CA15. **Sheriff's Office**

Approve an Agreement with Trinity Services Group in the Amount of $306,702 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Treasurer/Tax Collector/County Clerk**

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

E. Items removed from Consent Agenda

CA3. **Clerk of the Board**

Approve Second Amendment to the Joint Powers Authority (JPA) Agreement for Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA7. **County Counsel**

Approve an Agreement with Tim O'Laughlin, a Professional Law Corporation to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

Walter Wall/County Counsel gave the staff report. He explained that the Flying M Ranch Project Proposal for Burns Dam was something that may affect the settlement with Merced Irrigation District (MID). He explained that the item was intended to retain an expert in water law to make certain that the Board would be informed if the project would affect the MID settlement, and in that case, would receive information about how to proceed with the proposal. No public comment was received.

Chair Smallcombe explained that the further description of the agreement was that Tim O' Laughlin would provide written advice on the Flying M Ranch's proposal and its proposal to use Mariposa's water under the Mariposa Merced Irrigation District (MID) settlement.

Supervisor Menetrey expressed that he appreciated that explanation because the staff report did not go into detail on the proposal or project. He explained that he would have a hard time supporting this item without receiving a recommendation from the Water Agency Advisory Board (WAAB) as well. He suggested this come back as a presentation so that the Board can decide if they want to pursue it or not.

Chair Smallcombe explained that the WAAB had discussed this proposal with Flying M Ranch and had made the recommendation to bring a Memorandum of Understanding (MOU) to the Board for its consideration. She explained the WAAB supported the County in contracting with Mr. O' Laughlin, or to another attorney, to investigate the items that County Counsel reviewed, and to report back to County Counsel and the WAAB with their recommendation. She stated she believed that Supervisor Toso and Supervisor Poe were advisors to the WAAB and that they may be able to shed light on the matter.

Supervisor Toso explained that she believed from her understanding of the original agreement that the water had to go to Mariposa County but would verify if that was true. She expressed her opinion that it makes sense to get a water law expert's opinion.

Supervisor Poe stated he agreed with Toso that the County relies on the WAAB. He explained that the Chair of the WAAB will have gone the extra mile to make sure an attorney is needed and that the whole board are very hands-on in these determinations.

Chair Smallcombe stated that Art Baggett recommended Tim O' Laughlin. She clarified it would be a very long process.

Supervisor Menetrey would like to know what the project is, why are we amending the MID contract, and how that fits into the project. He reiterated that others on the Board and County Counsel understand the agreement but that he does not.

Chair Smallcombe noted that the County negotiated with another attorney for the MID agreement. She explained her understanding was that this proposed agreement was a first step in a process that might have multiple steps, which may or may not include opening up the existing agreement with MID. She mentioned that getting an answer to that question is why they wanted to get an outside attorney.

Mr. Wall explained that at their January 29th meeting, the WAAB voted to bring the proposal from Flying M Ranch to the Board of Supervisors to consider the proposal. He mentioned that it is important to get an expert to analyze the implications of the item.

Shannon Hansen explained that she did not know the item was coming forward. She agreed that it would be a good idea to have a presentation so more information could be shared with the Board and the public. In response to a question from Chair Smallcombe, Ms. Hansen determined she would respond to Chair Smallcombe's email inquiring about the status of the MOU.

Supervisor Menetrey pointed out that the WAAB had not advised the Board or him, but he thinks that other people have gotten that information, resulting in an unfair advantage.

Chair Smallcombe did note that the WAAB minutes are on the website.

Supervisor Kiser mentioned she was up-to-date on the project but understood Supervisor Menetrey's concern. She suggested that some clarity may be lacking, and clarified if the WAAB needs Tim O' Laughlin's recommendation before they can advise the Board on a potential project. She stated it seems the process is backwards if they don't and that we need to understand what the WAAB wants to do first before we hire a professional.

DIRECTION GIVEN: The Board directed staff to prepare a presentation and the MOU to come to the Board sitting as the Water Agency.

RESULT:	DIRECTION GIVEN

CA11. **Public Works**

Approve a Five-Year Agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. She noted there was a discrepancy in the agreement in the compensation amount. In response to a question from Supervisor Poe, Ms. Hansen explained that the airport had been under Public Works oversight since January 1st, 2025. No public comment was received.

AMENDMENT: The Board approved the agreement with the amendment to change the compensation amount from $2,000,000 to $500,000.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CA17. **County Service Area 1-M**

Approve a Memorandum of Understanding (MOU) with Lake Don Pedro Trailblazers in the Amount of $37,240 for Equipment to Support Trail Maintenance in the Lake Don Pedro Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Smallcombe introduced the item. No public comment was received.

Supervisor Poe thanked Leigh Westerlund for bringing this item. He explained that Kimberly and Dan Chetum are the type of people in the community that really step up and go the extra mile. He stated that Kimberly took this project on with her husband, forming the organization Lake Don Pedro Trailblazers, to maintain all the paths in the area. He mentioned that he ran across this account back in his first year as a Supervisor, and that all the residents had been paying into account with more money coming in from grazing leases. He explained that this item was essentially set up to give them their money back and that he is elated that these folks in particular will be receiving this with their 501c3. He mentioned they have previously been using their own equipment and are out there every day doing clean-ups.

Supervisor Menetrey explained that he also supports the item. In response to a question from Supervisor Menetrey, Ms. Westerlund stated they planned to issue a check for the full amount of the funds. He explained that the MOU outlined that it gives the County liability vacation, which is important in this transaction.

Joe Lynch explained that Supervisor Poe was completely accurate and there were other areas in the County that have been placed into accounts for specific uses that the County cannot touch. He mentioned that Administration plans to bring more items like these to the Board to unwind the funds and stop keeping them in the County's coffers. In response to a request from Supervisor Poe, Mr. Lynch agreed he would provide him a list of these funds and gave the example that the County's vehicle replacement fund is in the same

situation.

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

F. Departmental Presentation

Ryan Oliphant/Probation Chief explained that Probation had their mobile outreach vehicle out on March 7th at the Yosemite Area Regional Transportation System (YARTS) park and ride to which over 50 people showed up. He mentioned they were able to give out food goods, socks, hygiene kits, COVID-19 tests, and connect people to services such as Crisis Services and Public Health. He reported that their next event would be on March 28th from 10 AM to 2 PM at the Greeley Hill Baptist Church, that it would be free to the public, and that they would supply food and clothing. He explained that this vehicle was bought as part of a grant to bring Probation services to rural areas. He explained that since the grant term ran out, they can now use it for more community events.

Steve Engfer mentioned that the Code Compliance Advisory Committee (CCAC) would meet the coming Friday and the Friday after that the Planning Commission would meet. He mentioned that on March 26th the Coulterville Planning Advisory Committee would meet to review a permit for a project.

Kristina Keheley gave an update on the North County campus. She explained that demolition was wrapping up, and they would soon publish a Request for Proposal (RFP) that would be open for two or three weeks. She explained that they had extensive water damage, but that their goal would be to open by the end of the year. She mentioned that they designated Kim Ballard for the project. Chair Smallcombe and Supervisor Poe expressed their excitement for the project and for Kim Ballard heading the project.

Kari Kisela/Chamber of Commerce mentioned the Annual Business Awards Dinner would be held in two weeks and tickets were available for purchase on their website. She explained there was a room discount at Tenaya Lodge for the event. She mentioned that Cowboy Day would be on the 22nd and thanked Tim Desandres for putting the banner up. She mentioned there would be time for people to go to Cowboy Day and then the Business Awards dinner. She said the Farm Bureau dinner being the same weekend indicated a start to the spring event season.

Jeremy Briese/Sheriff gave an update. He mentioned the Mariposa County Sheriff's Department hosted their Annual Gala the previous Saturday and that it was a very fun event with much of the community present. He shared that they were able to present the service awards, enabling them to showcase their rockstars. He reported they gave a lifesaving award to Deputy Holt, who was the first Deputy on the scene to the Coulterville Trailer Park Fires where there was an individual stuck in a trailer, and that he rescued her through some heroic acts. He gave kudos to the foundation for their third year growing strong. He mentioned that Operation Easter was coming up where they partnered with Probation and Mariposa Safe Families to give out holiday meals throughout the County. He explained that recruitment and employee retention had been difficult with ten vacancies hugely impacting their 24hr patrol. He highlighted Sergeant Tucker's recent accomplishment of seizing several pounds of methamphetamine off the streets.

Matt Johnson/Librarian reported that the Library had started a walking club and the second session would be that day at noon. He mentioned that on Wednesday the 19th of March he would be leading a fraud prevention event aimed at seniors because of all the scams going around. He stated that on Thursday they would be hosting a Catheys Valley pop-up library from 2 PM to 6 PM at McKay hall and that every following Thursday people would be able to request items be sent there for pickup. He mentioned they would have computer specialists, a read along, cake, and new books on display, among other things. He stated the Library would plan on being there every week for as long as the County was open. In response to questions from Board members, Mr. Johnson explained that it would not be remote but in person in the early afternoon, and that he was inspired to host the fraud prevention training because he himself received a text scam for Bay Area tolls. Supervisor Toso expressed her excitement because Catheys Valley residents have

been waiting for this, particularly all the kids, and recognized that it is common for libraries to do this now. Mr. Johnson explained that there would be another cutout of Dolly Parton going to First 5, and that there are fliers explaining how people can sign up for free books through her program. He mentioned that not every county takes part in it, but that the Library and First 5 work together to fund and promote it.

Joe Lynch explained the process of determining County snow days. He stated that if the County knows a storm is coming, department heads go through their employees and determine who can work from home. He mentioned that then himself, Ms. Hansen, and Sheriff Briese would make the determination in the early morning. He explained that the County takes into account the School District having a late start or snow day and Cal Trans being on the roads attempting to clean up.

Luis Mercado/Auditor gave an update on the Audit. He explained that the independent auditors were there the prior week conducting field work for the 2022-2023 Audit, and that it went much better compared to the previous year. He mentioned that he was confident they would be able to complete it by May. He reported that he looked at expenditures, assets, and other factors and that everything went well.

G. Public Comment on Non-Agenda Items

Jean-Ann Pine/Resident reported that the Master Gardeners sale happened the prior Saturday and that they will have another sale the last Saturday in April. She mentioned that they opened another seed library in the North County library. She expressed she would also be interested in seeing the list of tied-up funds that Supervisor Poe requested, and asked if those funds would be dispersed or transferred as they come in. In response to a question from Chair Smallcombe, Ms. Pine explained that residents can take as many seeds from the library as they would like at no cost, and that the Master Gardeners are the ones responsible for tracking and replenishing the seeds. Joe Lynch in response to Ms. Pine's question explained that as the County examines the funds, a lot of times they will stop the source of the income, but if it is something that will continue, then they will pass it to who it needs to go to.

H. Board Recognitions

1. **Health and Human Services Agency**

   Proclaim the Month of March, 2025, as "American Red Cross Month"

Rebecca Maietto/Health and Human Services Deputy Director gave the staff report. She stated she was glad to be there to celebrate and that she had gained tremendous knowledge from the Red Cross. She mentioned that when disasters strike she never has to worry. She shared that she can call them day or night for help and their partnership is invaluable. She mentioned that Tiffany Covell was the new Disaster Program Manager, having assumed Katrina Poitrus' role. She further introduced Taylor Poisel as the Regional Communications Director and the Interim Central Valley Chapter Executive Director, and Sandy Moorehouse and her mother Shirley Wells as lead volunteers in the community. She stated that the Red Cross does not just help Mariposa County, but many other communities around the country, and helps in so many different ways.

Public comment was received by Tiffany Covell/Red Cross, who shared that it was so special to receive this proclamation. She expressed her gratitude for this annual tradition and for the public getting involved. She explained that 90% of the Red Cross are volunteers, and encouraged more people to get in touch with her because she would love to share the resources that they have and get more volunteers.

Sheriff Briese thanked Ms. Maietto, and the team that brought the proclamation, because they help Mariposa disaster well. He explained that he knows Sandy very well, and that these workers have the training to take on the extremely important task and the true heartfelt mission of saving others. He explained that if you are ever first-hand dealing with the Red Cross, having lost everything in a disaster, that you would see how Mariposa's Red Cross team is always top-notch.

Marilyn Saunders/Resident and Volunteer Executive Director for the Mariposa Community Foundation, explained she depends a lot on the Red Cross for those first 24-hour responses to set up shelters immediately.

Supervisor Toso expressed her gratitude to the Red Cross and explained her positive experience regarding the Red Cross. She said she noticed during the Detwiler fire there was a young man walking down the road and all he was wearing was a Red Cross blanket, and he lost everthing but was so grateful to have that blanket.

Chair Smallcombe expressed her gratitude to the Red Cross and their partnership. She explained that whenever there is a disaster, County staff jump in and the Red Cross aims to meet any needs. She explained she cannot imagine losing homes and animals to disasters, and values the Red Cross' partnership as they care so much.

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

Chair Smallcombe moved off the dais and presented the proclamation to the Red Cross.

I. Regular Agenda Items

1. **Library**

Adopt an Updated Collection Development Policy for the Mariposa County Library, Effective Immediately

Matt Johnson gave the staff report. He explained that not long ago, AB1825 was passed and updated the collection development policies to include specific language from the state in order to continue potentially receiving future funding from the state. He mentioned they also included a reconsideration form and that it may be beneficial to have a form where people can give more information to make it clear what it would look like if someone were to have an objection. No public comment was received.

Supervisor Menetrey thanked Mr. Johnson and expressed his appreciation for how he has run the Library since he was hired.

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

2. **Auditor**

Present the Fiscal Year 2023-2024 Annual Statistical Report

Luis Mercado gave the staff report. He explained that the County does a lot of different transfers, especially in Health and Human Services, to the general fund. He explained that the net change in fund balance is like the net income for various funds and many of that is reserves. He explained that the County doesn't budget reserved revenue, and only budgets restricted funds, which is about a million dollars. He explained that the eight million in reserves did not include the money that the County had contributed to its Public Agencies Retirement System Trust.

Public comment was received by Jonathan Noel/Resident, who requested the report be projected, so the audience could better understand.

In response to a question from Supervisor Poe, Mr. Mercado explained that the Transient Occupancy Tax

(TOT) is a local, voter-approved tax that started around 1990. He mentioned that the increase in tourism and short-term rentals are contributing to an increase in TOT. He stated that when Yosemite Park closes, like during the pandemic in 2020, it results in a huge impact on revenue. He also explained that part of the 12 percent tax goes to the Tourism Bureau, and not just the County.

RESULT: PRESENTATION HELD

3. **District Attorney**

Approve the Advance Step Request for the District Attorney's Office for the Deputy District Attorney I to Step 5, Effective November 14, 2024

Michael McAfee/District Attorney gave the staff report. He explained they are asking to basically have a raise with a promotion to his only attorney left in the office. He stated Mr. Carey, who joined in May 2024, came in as a clerk and then passed the bar in July and received the results in November 2024. He mentioned he was sworn in by the honorable Judge Figalde and had been making appearances as the Deputy District Attorney (DA). No public comment was received.

Supervisor Kiser stated she had questions that she emailed prior. She explained her struggle was not with advancing Mr. Carey, but in that it was a big jump. She clarified her side of understanding that he was already a Deputy DA and not a law clerk, and that he was originally hired as a law clerk on May 15, 2024. She surmised that he had been there less than a year and received his license in November 2024. She asked Mr. McAfee to elaborate on Mr. Carey's work that he did in the community. She explained she understood that it is important to retain people with advanced degrees, but that she would like Mr. McAfee to justify why he deserved this.

Mr. McAfee said Mr. Carey joined in May 2024 and when he came in he was given DA assignments. He reported that Mr. Carey started making decisions for himself and Mr. Wall, and that during his time, he made court appearances under supervision. He explained that Mr. Carey learned how the court system works during this time, and that most clerks and even some attorneys don't get assigned trials. He reported that Mr. Carey did pass the bar without needing an extra year to do so. He said Mr. Carey was hired as a District Attorney 1 and performed really well, so Mr. Wall submitted an advance step application before and there was a glowing recommendation from him, to which Mr. McAfee agreed. He explained that since November he had done all his work with no supervision, done hearings, and been a big diverse part of assignments. He listed more jobs as: behavioral health and drug court; post-conviction assignments, which are normally done with the Probation Department and split between three attorneys; since Mr. Coughlin left, he also handled all misdemeanors; had one felony assignment; all legal codes including DUI and hit-and-run felonies; animal control felonies. Mr. McAfee summarized that overall, Mr. Carey had performed better than was expected, had not shied away from additional work, and worked to find out the answer using his resources. He mentioned that they had hired an extra help filing attorney who had been a good mentor for Mr. Carey, and that if the decision to promote was merit-based, he would say Mr. Carey meets it as a DA I step 5.

Supervisor Kiser mentioned Merced County has a Step 1-4 and mentioned a merit-based promotion system. She explained she understood Mr. Carey's salary needed to be increased in order for him to stay. She mentioned she attached her salary study about what each DA gets paid at step one. She explained the Merced MOU stated that they bring in employees as a step five, but they still pay significantly less than our step five. She expressed her value in experience and that she thinks it sets a precedent. She suggested a current raise to step 3 with the option in a year to double step him to step 5. She mentioned she had gotten information from other department heads about where they would hire people between the steps. She surmised that there is value in spending time in that courtroom and gaining more experience.

Mr. McAfee mentioned that if Mr. Carey didn't help as a law clerk, he could have been hired as a step 2 or 3, but he did help them out. He agreed with Supervisor Kiser that the progression of an attorney is a must, but he thinks now they could hire him as a step 5 if he was coming in new to the County completely.

Joe Lynch explained that moving through levels 1-5 within a step correlates to your number of years spent in that step. He explained that, differently, changes across assignments and increases in responsibilities are represented in movement between steps 1, 2, and 3. He stated that if Mr. Carey was not hired as an extra help law clerk, then Mr. McAfee could have hired Mr. Carey at any level in the step ranges without needing Board approval. He explained that since he was hired as an extra help law clerk, policy only allowed him to be

hired as a step 1 level 1, and even now, he would only be allowed by policy to promote to level 3 and not level 5. Mr. Lynch mentioned the Board could hire him at step 1 level 5 and, when he gains experience, could then promote him to a step 2 or 3.

Supervisor Menetrey agreed that he too struggled with the concept of an employee with 3 to 3 1/2 in one position, jumping to the top of a pay scale. He expressed that from Mr. Lynch's explanation, he is now left wondering who even comes in at a step one. He mentioned he could accept the way Mr. Lynch laid it out, but would like to know why we have the steps if no one is going to use them. He commented that the staff report mentions Mr. Carey could go to another County to be paid more, but if the Board votes and gives him a promotion here, Mr. Carey could still seek promotion elsewhere now with a level 5 on his resume. He mentioned that the difference in pay would not be exorbitant but not insignificant, and surmised that he is just trying to wrap his head around jumping to the top of the scale with limited time in Mariposa County.

Chair Smallcombe interjected that from her private sector experience, if you needed a certain skill set you had to pay what the market required. She recognized that there were only two attorneys for an essential job and expressed that she thought the request made sense.

Mr. McAfee explained there had been an ongoing issue with recruitment and that he had been going to his old law school for career fairs and reaching out to everyone he knows that has a bar license. He expressed that he would keep trying to recruit, but that, for example, if Mr. Carey went back to Sacramento, he would be paid 130 thousand dollars. He also mentioned that if he went to Merced he would be hired at level two and that it is hard to recruit employees but also hard to keep them. He also mentioned that if Mr. Carey were to transition to the private sector, he would get paid over 200 thousand dollars. He explained that Mr. Carey wants to live here, he has been trying to move in, and that he appreciates the lighter workload here where he has time to grow to take on a large case.

Supervisor Kiser clarified that the market is driving this particular position but that if Mariposa's salaries matched everywhere else, we would go bankrupt because we have a small tax base. She expressed that Mariposa's salaries are not bad, all things considered, but agreed that the market is driving this. She commented that she was uncomfortable though because it sends an interesting message and that was why she suggested the midline.

In response to a question from Chair Smallcombe, Mr. McAfee stated that he would hire Mr. Carey as a Deputy DA step 2 level 1, which is less money than a Deputy DA step 1 level 5.

Mr. Lynch explained that the County, for example, always hires people as an Office Assistant step 2 because, with how the responsibilities lie, then they can perform more work without significantly increasing the County's costs in salary. He explained that its not a journeyman because they have a bachelors and a juris doctor, so they are not just coming off the street they have 6 years invested in school. He mentioned in the County, every year of college we value as a year of experience, and with a substitution clause, if you have six years of college its equivalent to a 6 year person walking in the door. He explained for this specific job, it is not abnormal to come in as a 1 step 5, and in most cases we bring them in as a 2 because then we can give them more work.

In response to a question of clarification from Supervisor Menetrey, Mr. Lynch explained that Mr. Carey had already passed the bar so had already got his promotion, but now his pay needed to be altered to a higher level within the promoted position. He explained that, normally, employees receive a yearly 5 percent raise and, if they are in between steps, you would round up. He clarified that in this case, they wanted to round him all the way up in order to increase that salary in the range.

Stephen Carey/Certified Law Clerk introduced himself at the request of the Supervisors. He mentioned he would be moving to East Whitlock, that he was living in Merced, but that he had been trying to find somewhere to rent in Mariposa, and would be signing the lease later that day.

Mr. McAfee explained that during the time of Mr. Carey's hiring, some of the paperwork did not get pushed through. He mentioned that he was officially promoted to Deputy DA step 1 level 1 on November 14th.

Supervisor Kiser inquired of Mr. Carey why he wanted to move to Mariposa, what his commitment was, and if he intended on staying.

In response to questions from Supervisor Kiser, Mr. Carey explained that when Mr. Wall approached him

about this opportunity, Mr. Carey and his wife were already in conversation about moving to some foothill area throughout the state, and expressed that this opportunity seemed to line up. He mentioned that they had been looking to find a forever home and that their plan was to do that here in Mariposa.

11:30 AM Chair Smallcombe recessed for a brief break and reconvened at **11:52 AM**.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

4. **Health and Human Services Agency**

Approve an Increase in Extra Help Hours from 999 to 1,300 Hours for the Extra Help Office Assistant II in the Health and Human Services Agency, Environmental Health Branch, Effective Immediately

Krisitna Keheley gave the staff report. No public comment was received.

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

5. **Administration**

Approve the Re-classification of a Planner I Allocation in the Planning Department to an Administrative Analyst I/II, Effective March 1, 2025

Joe Lynch gave the staff report. No public comment was received.

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

6. **Administration**

Approve the Creation of the Peer Support Specialist (I/II/III) Position in the Health and Human Services Agency and Set the Annual Salary Range to $43,336.80 to $77,199.20; Approve Vacating Two (2) Unfilled Mental Health Aide Position Allocations and Add Two (2) Peer Support Specialist I/II/III Position Allocations, Effective Immediately

Sheila Baker/Deputy Director Recovery Services gave the staff report. No public comment was received.

Chair Smallcombe expressed her thanks to Ms. Baker for bringing this item, and acknowledged that peer-to-peer support is so important and in some cases is essential.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso

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

7. **Administration**

Approve the Engineering Technician I/II/III, Classification Revision, Now Titled, Public Works Inspector I/II; Approve the Removal of the Engineering Technician I Salary Range; Set the Annual Salary of Public Works Inspector I to $60,116.16 to $73,076.64; and Set the Annual Salary of Public Works Inspector II to $66,420.64 to $80,739.36, Effective Immediately

Shannon Hansen gave the staff report. No public comment was received.

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

8. **Administration**

Approve Two (2) Re-classifications in the Sheriff's Department, an Office Technician Allocation to an Administrative Analyst I/II and an Office Assistant Allocation to an Administrative Technician, Effective March 1, 2025

Joe Lynch gave the staff report. No public comment was received.

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

J. Board Information

Information received.

K. Closed Session

12:01 PM Chair Smallcombe recessed the Board into closed session. No public comment was received.

1. **County Counsel**

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

RESULT: CLOSED SESSION HELD

Report Out

12:13 PM Chair Smallcombe reconvened the Board meeting and reported that information was received and direction was given during the closed session.

L. Adjournment

12:14 PM Chair Smallcombe adjourned in memory of Maria Swiecki, Gay Wright, Christopher Jeffrey Cambra, Jeanne Burns, John Dale Webb, and James B. Allen.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-86

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-87

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Approve a Letter of Support for Senate Bill 463 (Alvarado-Gil), Legislation Ensuring Small Rural Water Districts can Meet the Water Needs of their Residents Without being Burdened by Costly and Unfunded Mandates (Supervisor Poe)

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Senate Bill 463 (Alvarado-Gil), Legislation Ensuring Small Rural Water Districts can Meet the Water Needs of their Residents Without being Burdened by Costly and Unfunded Mandates (Supervisor Poe).

Many rural water districts operate on limited budgets, often serving senior citizens, low-income families, and individuals struggling to make ends meet. These districts are already stretched thin and cannot bear the financial burden of unfunded mandates that are unfeasible for their circumstances. SB 463 will provide flexibility and exemptions for small water districts serving 500 or fewer connections, enabling them to continue serving their communities. Support of this bill is crucial to ensuring that small rural water districts have the resources they need to maintain safe and reliable water systems.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves letters of support.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to support an important water issue

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
SECONDER: District IV Supervisor Jenni Kiser
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve Second Amendment to the Joint Powers Authority (JPA) Agreement for Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to the Joint Powers Authority (JPA) Agreement for Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mother Lode Job Training has requested an amendment to clean up past language and references to past legislation. All changes are reflected in the amendment and the attached request letter.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2008 - First Amendment to the JPA.
1983 - Original JPA was created.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and we would no longer be operating off the same JPA as the other participating counties.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **MLJT Board Memo - Mariposa**
2. **2025-01-27 JPA (WIOA) 2nd amended**

Joe Lynch
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

SUBJECT: Approval of the Second Amended and Restated Joint Exercise of Power Agreement for the Creation of the Mother Lode Job Training Agency.

Dear Mr. Lynch,

Mother Lode Job Training (MLJT) operates as a Local Workforce Development Area under the federal Workforce Innovation and Opportunity Act (WIOA), with a service area comprising the counties of Amador, Calaveras, Tuolumne, and Mariposa. These four counties are party to a joint exercise of power agreement (JPA), which was last updated in 2008. The proposed Second Amended and Restated agreement will achieve the following objectives:

1. Adopt the language and terminology of WIOA, which was signed into law in 2014. The 2008 agreement refers to 1998 legislation called Workforce Investment Act (WIA).
2. Refer to the Ralph M. Brown Act for all policies regarding the public's right to attend and participate in local legislative meetings.
3. Grant authority for the JPA to take on short-term debt, for purposes of managing agency cash flow.
4. Specify that both the executive director and deputy director will be supervised by the JPA board, to eliminate any apparent conflict of interest

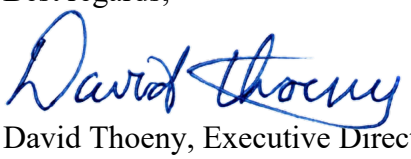
This document has been reviewed and approved by agency counsel, and was approved in form and content by the Board of Directors for Mother Lode Job Training at their January 27, 2025 meeting. District 3 Supervisor Danette Toso represents Mariposa County on that board.

Now that the Mother Lode Job Training Board of Directors has approved the Second Amended and Restated Joint Exercise of Power Agreement for the Creation of the Mother Lode Job Training Agency, each of the four JPA members will consider the JPA for final approval. **The JPA is requested to be placed on the Mariposa County Board of Supervisors agenda for approval at the earliest date.**

I can be available to assist in the presentation of the item to your Board.

Please let me know if you have any questions.

Best regards,



David Thoeny, Executive Director
(209) 536-4501

Attachments – MLJT JPA Second Amendment

SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWER AGREEMENT
FOR THE CREATION OF THE
MOTHER LODE JOB TRAINING AGENCY

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act, hereinafter referred to as the ACT to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy, and for other purposes; and,

WHEREAS, such legislation provides that units of general purpose government may join with other such units in a consortium to qualify as a Local Workforce Development Area (hereinafter LWDA); and,

WHEREAS, California Government Code Section 6500 permits units of local government to enter into agreements for such purposes; and,

WHEREAS, June 23, 1983, the Local Elected Officials of the Counties of Calaveras, Mariposa, Tuolumne and the City of Ione entered into such an agreement (hereinafter "Agreement") establishing the Mother Lode Job Training Agency for purposes of workforce preparation and related services and administered within the LWDA; and,

WHEREAS, April 16, 2008, the Agreement was amended and restated to add the County of Amador as a member, and terminate the membership of the City of Ione, and update legislative references; and.

WHEREAS, the parties desire to again amend and restate the Agreement to update legislative references and to establish authority pursuant to Government Code § 6504 or any successor statute to incur debt for purposes of meeting the AGENCY's operational needs.

NOW, THEREFORE, the parties to this Agreement hereby jointly establish the Mother Lode Job Training Agency, hereinafter referred to as the AGENCY, to be governed by the following articles:

I. PURPOSE

The purpose of the AGENCY is to develop and implement workforce development programs within the LWDA utilizing funds including, but not limited to, grants under the ACT from/with private firms, non-profit organizations, local governments, the State of California and/or the United

States for the alleviation of unemployment or underemployment in the aforementioned Counties of California and to address the needs of job seekers and employers.

The purpose of this Agreement is to create a separate public entity, separate and apart from the parties hereto, which will exercise the powers enumerated in the agreements. The entity, to be known as the Mother Lode Job Training Agency, shall administer this Agreement.

II. AREA OF SERVICE

A. The geographical areas to be served are the entire counties which are signatories to this Agreement notwithstanding modification by future amendment.

B. The parties to this Agreement hereby certify that state and local law permit services to be provided within the entire geographical areas of the LWDA.

C. Services will be provided throughout the counties within the LWDA. Services will not be provided in counties not signatory to this Agreement. No units of general local government within the area to be served within the LWDA have informed the AGENCY that they do not wish to have services provided in their area.

III. ORGANIZATION

A. Board of Directors

1. The AGENCY shall be governed by a Board of Directors, hereinafter referred to as the BOARD, consisting of the Chairperson of the Board of Supervisors of each member County, or his/her designee who must also be a local elected official; and of the Chair of the LWDA Workforce Development Board. Each member County's Board of Supervisors shall designate their County's representative to the BOARD and one alternate representative not later than January 31 of each year.
2. Each Director shall have one (1) vote in matters before the BOARD.
3. The BOARD shall meet at least quarterly. Meetings shall be conducted in public pursuant to the provisions of the Brown Act. Notice of BOARD meetings shall be made pursuant to the provisions of the Brown Act. A quorum of the BOARD shall consist of a simple majority of the membership.
4. The BOARD may meet in special session at the request of two or more BOARD members. Notice of special meetings may be given pursuant to the provisions of the Brown Act.

5. A Chair and Vice Chair shall be selected by the BOARD from among its elected officials. The WDB Chair shall not be eligible to serve as Chair or Vice Chair, but shall be eligible to participate in their selection.
6. The BOARD shall have the following powers and responsibilities:
    a. Administrative policy direction/formulation and supervision of the AGENCY central operations unit hereafter referred to as the operations unit, including hiring and firing authority over the Executive Director and Deputy Director;
    b. Acting upon proposed Agreement amendments;
    c. Making all appointments of the Workforce Development Board, which shall be made according to State and Federal law;
    d. Review and approval action on the LWDA Strategic Plan(s);
    e. Allocating new funds from the ACT for programs in member Counties using the formula method imposed on the Governor by the ACT for allocating funds to LWDAs in California;
    f. Reallocating under-expended program funds based on policies devised by the LWDA Workforce Development Board;
    g. Incurring debts, liabilities or obligations including but not limited to loans from private lending sources pursuant to Government Code §§ 53850 et seq.
    h. Authorities pursuant to Government Code § 6504, or any successor statute, specifically (a) contributions from the treasuries of one or more Members to the Agreement may be made for the purpose set forth in the Agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the Agreement, such advances to be repaid as provided in the Agreement, or (d) personnel, equipment or property of one or more of the Members to the Agreement may be used in lieu of other contributions or advances.
    i. Review and approval of AGENCY budget.

B. Workforce Development Board

1. The Workforce Development Board, hereinafter referred to as the WDB, shall be selected by the BOARD in the manner prescribed by law. The WDB shall consist of:
    a. No more than seven (7) members from each County who shall represent private sector business. In each County, these members shall have been nominated by the local business organizations and trade associations.
    b. A sufficient number of representatives from each of the following community sectors as required by Federal and State regulations:
        i Local educational entities
        ii Labor organizations
        iii Economic development agencies
        iv Community based organizations
    c. A sufficient number of representatives from each of the following public sectors as required by Federal and State regulations (Note: an individual may represent more than one sector if so authorized):
        i WIOA Title 1 (adult, youth and dislocated workers)
        ii Native American Programs
        iii Welfare to Work (DOL Funded)
        iv Employment Services (EDD, Wagner-Peyser Act)
        v Adult Education and Literacy Services
        vi Vocational Rehabilitation
        vii Veterans Employment Services
        viii Older American Act
        ix Postsecondary Vocation Education
        x Voc. And Applied Technology Education Act
        xi Trade Adjustment Assistance
        xii Unemployment Insurance
        xiii Community Services Block Grant
        xiv HUD Employment and Training
        xv Workforce Development in welfare departments
2. Members from the community sectors enumerated in paragraph B.1.b. and c. shall be selected on a geographically equitable basis by the BOARD.
3. All vacancies on the WDB shall be filled by majority vote of BOARD.

4. The WDB shall meet at least quarterly to conduct its business. Notice of WDB meetings shall be made pursuant to the provisions of the Brown Act. A WDB quorum shall consist majority of the membership.
5. The WDB may meet in special sessions at the request of four or more of its members. Notice of special meetings may be given pursuant to the provisions of the Brown Act.
6. At its initial meeting, and annually thereafter, the WDB shall elect a Chair and Vice Chair, selected from among its private sector members who shall serve a one-year term.
7. The WDB shall have the following functions and responsibilities:
    a. Provide program policy guidance for and exercise oversight of activities under the Strategic Plan(s) for the LWDA.
    b. Review and approve the selection of grant recipients and program operators in the member County programs.
    c. Design and develop the LWDA Strategic Plan(s).
    d. Such other duties and responsibilities specifically delineated in the Federal and/or State regulations implementing the ACT.

C. Operations Unit

1. The Director(s) of the Operations Unit shall be directly responsible to the BOARD of the AGENCY and shall be delegated the following powers and responsibilities:
    a. To enter into contracts, subgrants and agreements for the performance of such services as may be required by the terms of any program authorized by the BOARD.
    b. To enter into modifications of grants previously approved by the BOARD.
    c. To sign state and federal grants and modifications as authorized by the BOARD.
    d. To receive and expend funds.
    e. To adopt a personnel system that shall meet Federal and State regulations.
    f. To employ and manage personnel. All staff shall be employees of the AGENCY.
    g. To organize and train staff.
    h. To develop and implement procedures for personnel management, program planning, program operations and program assessment.

i. To monitor and conduct evaluations of program performance.
j. To determine the need and recommend to the BOARD the reallocation of resources.
k. To furnish staff support to the BOARD and to the WDB.
l. To have custody and charge of all AGENCY property, other than money.
m. To prepare and maintain documents required of the AGENCY in accordance with federal regulations and adopted AGENCY policies.
n. To authorize payments by the AGENCY Controller to contractors, employees, and suppliers.
o. To provide fiscal and property management systems.
p. To provide a management information system.
q. To operate programs according to the Strategic Plan(s).
r. To receive and disseminate to affected parties changes and amendments in the ACT and other government regulations affecting the activities of the AGENCY.
s. To perform additional functions and assume additional responsibilities as determined by the BOARD.
t. To cause minutes to be taken of all meetings of the WDB and BOARD, and to distribute copies thereof to each member of said groups and to other interested parties making a request therefore.

IV. DEBTS, LIABILITIES, AND OBLIGATIONS

Pursuant to Section 6509 of the California Government Code the debts, liabilities and obligations of the AGENCY shall be those of the AGENCY and not of the parties to this Agreement. General liability, automobile, and workers' compensation insurance coverage shall be maintained by the AGENCY in at least the amounts that one of the parties to this Agreement provides for its own insurance coverage. Should any debts, liabilities, or obligations of the AGENCY not be waived or allowed payable through the assets of the AGENCY, the parties to the Agreement shall each not be liable.

V. MAINTENANCE OF THE AGREEMENT

A. This Agreement shall become effective immediately upon execution by all parties hereto and shall continue in full force until a motion to dissolve the AGENCY is accepted by a two-thirds vote of the Board of Directors.

B. Parties to this Agreement must express their intention regarding withdrawal for the next program fiscal year at least one hundred and twenty (120) days prior to the start of that year.

C. Parties to this Agreement may withdraw from the AGENCY for the program fiscal year in progress at any time by giving sixty (60) days notice. Withdrawal does not affect responsibility for previous action.

D. Additional counties may petition the BOARD for membership. Petitions for membership in the program fiscal year must be given in sufficient time prior to the start of that year as required by the State of California and California Workforce Development Board.

E. Agreement amendments for the purpose of adding additional counties, or for any other purpose of modification, shall be referred to the Board of Directors for voting. This may be accomplished by mail. Amendments must be approved by a two-thirds vote of the BOARD.

F. Upon termination of this Agreement, any money or other property, real or personal, in the possession of the AGENCY Operations Entity after the payment of all costs, expenses, and charges incurred under this Agreement shall be distributed first to the United States Government, or the State of California, if such is required by those agencies. After such required distribution, and after the satisfaction of all encumbrances, outstanding expenses and costs chargeable to the AGENCY, surplus funds or other property remaining in the possession of the AGENCY shall be distributed in the manner and in the order as follows:

    1. Funds and other property contributed directly by any party shall be distributed back to such party, in whole or as a pro-rata share, as dictated by available funds or other property.
    2. Any further funds or other property remaining in the possession of the AGENCY shall be distributed among the parties to the agreement based on the pro-rata share of federal, state or other grants the parties hereto would have otherwise been entitled to in their individual and separate capacities.

VI. DEPOSITORY/ACCOUNTABILITY/BONDING

A. The County of Tuolumne, hereinafter referred to as Fund Recipient, shall be the Controller and Depository of the AGENCY. As Depository, the Controller shall have custody of all monies received by the AGENCY, and the Controller shall:

1. Receive and receipt for all said money of the AGENCY and place it in the Treasury of the Fund Recipient to the credit of the AGENCY;
2. Be responsible upon his/her official bond for safekeeping and disbursement of all money of the AGENCY so held by him/her;
3. Pay, when due, out of said money of the AGENCY so held, all sums due from AGENCY money, only upon warrants of or checks issued by said Controller;
4. When allowable under law, the Controller shall credit interest earnings due on said money to the credit of the AGENCY. All interest earned is to be kept in a reserve account. The purpose of the reserve account is for the payment of the AGENCY's disallowed expenditures, if any, as determined by the granting authority. Interest earnings over and above a reserve limit, as established by the Board of Directors, shall be used in the same manner as program money.
5. Verify and report in writing on the 25th day of July, October, January, and April of each year to the Board of Directors, to the parties of this Agreement, and to the WDB the amount of said money held for the AGENCY, the amount of receipts since the last report, the amount credited for interest earnings, and the amount paid out since the last report.

B. The Controller shall establish and maintain such funds and accounts as may be required by good accounting practice. All of the books and records of the AGENCY, including those in the custody of the BOARD Chair, WDB Chair, Controller or Director(s), shall be open to inspection at all reasonable times by representatives of the parties.

VII. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided to be in conflict with any law of the federal government or State of California, or otherwise be unenforceable or ineffectual, the validity of remaining parts, terms, portions, or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

CERTIFICATION OF AGREEMENT

WITNESS THE EXECUTION HEREOF the date set opposite our respective names:

County of Amador, a political subdivision:

By_____ EXECUTED

Board of Supervisors on_____

County of Calaveras, a political subdivision:

By_____ EXECUTED

Board of Supervisors on_____

County of Mariposa, a political subdivision:

By_____ EXECUTED

Board of Supervisors on_____

County of Tuolumne, a political subdivision:

By_____ EXECUTED

Board of Supervisors on_____

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2025.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements 3-11-25

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for (March 11th 2025)

Contractor	Amount	Term	Service	Department
Safeway Inc., A Delaware Corporation	$50,000	2/26/2025 - 12/31/2025	Jail-Based Pharmacy Provider Services	HHSA
The SmithWaters Group	$26,000	3/1/2025 - 6/30/2026	Patients' Rights Advocacy, Mediation, & Consultation	HHSA
TracNet	$30,563	1/1/2025 - 6/30/2025	License Agreement	Sheriff
DataWorks Plus, LLC	$50,000	3/1/2025 - 6/30/2026	Electric Fingerprint System	Sheriff

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February 2025.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Department Head Approved Agreements 3-11-25**

Department Head Approved Agrement

Board Agenda Item for (March 11th 2025)

Contractor	Amount	Term	Service	Department
Yosemite Renaissance	$10,800	7/1/2024 - 6/30/2025	Grant Agreement - Art programming and services	Administration
LanguageLine Solutions	$15,000	7/1/2024 - 6/30/2025	Language Interpretation	HHSA
Robert Hambleton Dba R. Hambleton Electric	$2,970	1/1/2025 - 3/1/2025	Electrical Services (HHSA Wall Heater Install)	HHSA
Scott's Cleaning Services	$1,000	12/1/2024 - 3/31/2025	5119 Jones St Apt A (Room Cleaning & Trash Disposal)	HHSA
Transformations Counseling & Community Services	$5,000	7/1/2024 - 6/30/2025	Personal Grief Counseling (24hr Response) for HHSA	HHSA
R.J.'s Quality Painting Co.	$2,750	2/1/2025 - 4/1/2025	Painting of HHSA (5362 Lemee Ln)	HHSA
Area 12 on Aging FY 24-25	N/A	7/1/2024 - 2/6/2025	C-2 Home Delivered Meals	HHSA
Area 12 on Aging FY 24-26	N/A	7/1/2024 - 2/6/2026	C-1 Congregate Meals	HHSA
Barry's Drywall	$1,500	1/1/2025 - 2/1/2025	Drywall Services for HHSA Main Building	HHSA
CSU Fresno Foundation	$5,000	2/1/2025 - 6/30/2026	CACI Grievance Review Hearings	HHSA
GK7, Inc. Dba Technique Towing	$1,000	2/15/2025 - 4/15/2025	Towing & Storage Services	HHSA
Modern Air Mechanical	$1,060	1/1/2025 - 2/28/2025	Refrigeration Diagnostics	HHSA
Veronica Tam and Associates, Inc	$19,000	2/21/2025 - 12/31/2025	7th Cycle Housing Element Assistance	Planning
Frost Solutions, LLC	$18,480	2/5/2024 - 2/4/2027	First Amendment Mini Weather Stations for Remote Monitoring of County Roadway	Public Works
Infinity Home Services, Inc.	$10,431	2/15/2025 - 6/30/2025	Public Works NDAA Compliant Camera Swap	Public Works
S & S Electric	$1,974	2/28/2025 - 6/30/2025	Electrical Service for Locker Rooms	Sheriff
A & M Flooring	$9,916	7/1/2024 - 6/30/2025	Flooring Services	Sheriff

Idemia Identity & Security	$14,999	11/12/2024 - 6/30/2024	Livescan Fingerprinting System	Sheriff
Mariposa Mini Storage	$946	3/1/2025 - 2/28/2025	Storage Unit A14- Master Food Preservers	UCCE
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in February 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in February 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report 3-11-2025**

Software Report

Board Agenda Item for (March 11th 2025)

Contractor	Amount	Term	Service	Department
Thomson Reuters Corporation	$4,108	3/1/2025 - 6/30/2026	Web Based Legal Research	County Cousnel
Knowledge Capital Alliance	$3,000	2/1/2025 - 1/31/2028	SaaS - VMSG Dashboard Performance Mngmt.	HHSA
Mitsogo Inc. Dba Hexnode	$15,000	1/26/2025 - 1/25/2028	SaaS (Software as a Service) mobile device mngmt	HHSA
Critical Reach	$740	1/1/2025 - 12/31/2025	APBnet Annual Support Fee for Software Program	Sheriff
Mobile Wireless, LLC	$7,232	12/30/2024 - 6/30/2026	Netmotion Complete (Secure Access)	Sheriff
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Approve an Agreement with Tim O'Laughlin, a Professional Law Corporation to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tim O'Laughlin, a Professional Law Corporation, to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains the law firm Tim O'Laughlin, A Professional Law Corporation, to represent, provide written and oral advice on matters pertaining to the Flying M Ranch proposal to use Mariposa's water under Mariposa MID Settlement agreement and negotiate an amendment to the Mariposa MID Settlement to effectuate the use of and payment for such water to the County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has not retained Tim O'Laughlin, A Professional Law Corporation, in past matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made with another law firm to provide services needed.

FINANCIAL IMPACT

Undetermined.

ATTACHMENTS

1. 2068-Tim O'Laughlin, A Professional Law Corporation

LEGAL SERVICES AGREEMENT

Tim O'Laughlin, A Professional Law Corporation ("LAW CORP") and the County of Mariposa ("CLIENT") hereby enter into this legal services agreement ("AGREEMENT") regarding the retention of LAW CORP by CLIENT to provide legal advice and services.

SECTION ONE

Scope of Representation

CLIENT retains LAW CORP to act as its counsel. CLIENT intends and expects that LAW CORP shall provide all legal advice and services that it requires, in accordance with, and except as expressly provided by, the terms and conditions of this AGREEMENT. In accordance with California Rules of Professional Conduct Rule 3-600, the County of Mariposa, acting by and through its governing body, is the CLIENT for purposes of this AGREEMENT.

A. Non-Litigation Matters.

(1) LAW CORP shall provide written and oral advice to CLIENT on matters pertaining to the Flying M Ranch proposal to use Mariposa's water under the Mariposa/Merced contract and to negotiate an amendment to the Mariposa/Merced Agreement to effectuate the use of and payment for such water.

SECTION TWO

Attorney's Fees

Compensation for LAW CORP's advice and legal services shall be based upon an hourly fee arrangement.

A. Hourly Fee.

(1) LAW CORP will be paid for its advice and legal services based on the number of hours expended on behalf of CLIENT multiplied by LAW CORP's hourly rate of $600.00 per hour for services provided by Tim O'Laughlin.

(2) LAW CORP shall charge no more than the hourly rate quoted above unless otherwise agreed in a written agreement signed by the LAW CORP and the CLIENT.

(3) Time charges will be computed and billed to the tenth of an hour.

SECTION THREE

Billing Agreement

A. Unless otherwise agreed to in writing, LAW CORP shall issue monthly bills within fifteen (15) days after the close of each month.

(1) The monthly bill shall clearly identify each person performing services in conjunction with each entry.

(2) The monthly bill shall record the time expended by each person in conjunction with each entry.

(3) The monthly bill will describe, within each itemized daily task entry, in sufficient detail, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service.

B. CLIENT will not be billed for LAW CORP's time in the preparation or discussion of this AGREEMENT or in discussions concerning questions regarding the monthly bill.

C. CLIENT shall not be required to provide LAW CORP with a retainer or other advance fee.

D. LAW CORP's monthly bills are due and payable upon receipt, subject to their consideration and approval by the CLIENT. LAW CORP's monthly bills will be reviewed and paid each month by County Counsel.

E. Unless advance CLIENT approval is obtained, LAW CORP will not have more than one person bill for court appearances, attendance at depositions, meetings and internal conferences.

F. LAW CORP shall receive no other compensation in any manner of form than that provided for expressly by this AGREEMENT.

SECTION FOUR

Cooperation and Withdrawal

A. CLIENT agrees to disclose truthfully all relevant information to LAW CORP upon request.

B. CLIENT will make its management and staff, and any documents, or things under its control, available to LAW CORP at reasonable times and places for such conferences, inspections, discussions or legal proceedings as may be necessary from time to time.

C. CLIENT will promptly notify LAW CORP of any change in CLIENT's address or telephone number.

D. Failure of CLIENT to seek counsel of LAW CORP before taking any action which may affect the course of any matter for which LAW CORP is providing CLIENT with advice and legal services represents sufficient grounds for LAW CORP withdrawal from employment.

E. LAW CORP shall not withdraw from employment unless it has provided CLIENT with a written notice, identifying the reasons for withdrawal, at least fourteen (14) days prior to withdrawal.

F. All documents presented by CLIENT to LAW CORP remain the exclusive property of CLIENT and must be returned upon demand. LAW CORP expressly relinquishes all general, possessory or retaining liens known to the common or statutory law.

SECTION FIVE

Disputes

A. LAW CORP and CLIENT recognize the benefits of maintaining a harmonious working relationship. Both agree to discuss openly any cause of dissatisfaction and to seek reconciliation. CLIENT will not be billed for these types of discussions.

B. Should either party believe itself to be seriously wronged or believe that the terms of this AGREEMENT have been substantially violated, resolution shall be sought through binding arbitration by a third party mutually agreed to by both LAW CORP and CLIENT.

SECTION SIX

Disclaimer of Warranty

No warranties have been made by LAW CORP with respect to the successful termination of any matter for which LAW CORP is providing advice or legal services. All expressions made by LAW CORP about the possible outcome of such matters represent only the LAW CORP's opinion.

SECTION SEVEN

Confidentiality and Public Relations

A. LAW CORP is not authorized to waive or release any privilege or other protection of information, confidential, secret or otherwise, obtained from or on behalf of CLIENT. LAW CORP is to keep all confidential, privileged or secret information confidential, even after termination of the relationship between LAW CORP and CLIENT.

B. LAW CORP is not authorized to communicate with the public, including the press, about CLIENT or any matter undertaken at the behest or on the behalf of CLIENT without the prior approval of CLIENT.

SECTION EIGHT

Notice

Any notice required under this AGREEMENT shall be in writing and shall be deemed to have been duly served if delivered in person, or if delivered at or sent by first class mail to the business address of the person for whom it is intended, as follows:

To LAW CORP: Tim O'Laughlin
648 Santa Ynez Way
Sacramento, CA 95816

To CLIENT: Walter Wall
General Counsel, Couty of Mariposa
P.O. Box 189
Mariposa, CA 95338

SECTION NINE

Governing Law

The laws of the State of California shall govern the construction and interpretation of this AGREEMENT.

SECTION TEN

Term

This AGREEMENT is effective February 12, 2025, and shall continue until terminated by either CLIENT or LAW CORP.

SECTION ELEVEN

Modification

This AGREEMENT shall not be modified in any way absent the express, written consent of both CLIENT and LAW CORP.

SECTION TWELVE

Entire Agreement

This represents the entire agreement of the CLIENT and LAW CORP.

IN WITNESS HEREOF, the LAW CORP and CLIENT have executed this AGREEMENT.

Tim O'Laughlin, A Professional Law Corp

2-15-25
Date

By: _____
Tim O'Laughlin, CEO

CLIENT

_____
Date

By: _____
Chair, Mariposa
Board of Supervisors

APPROVED AS TO FORM

_____
Date

By: _____
Walter Wall
County Counsel Mariposa County

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of March, 2025, as “Social Work Month "

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of March, 2025, as “Social Work Month ".

As we celebrate Social Work Month 2025, it is crucial to recognize the power of compassion and action in driving meaningful change. This year's theme, “Social Work: Compassion + Action,” highlights the vital role social workers play in transforming lives through empathy and advocacy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Missing the opportunity to invest in initiatives that empower social workers represents a missed opportunity to maximize the impact and effectiveness of social work practice.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Social Work Month 2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

The Mariposa County Board of Supervisors

proclaims

The Month of March 2025

as

"Social Work Month"

WHEREAS, people have entered the social work profession for generations because they genuinely care about helping improve the welfare of people, families, communities and our nation; and

WHEREAS, this year's Social Work Month theme, "Social Work: Compassion + Action," embodies the fact that social workers go through years of education and training, so they have the skills and expertise to transform their care for others into action that brings positive results; and

WHEREAS, the Social Work Profession has worked for generations to improve living conditions in our nation, with Social Workers successfully pushing for Social Security, a 40-hour work week, Medicare, minimum wage; and

WHEREAS, Social Workers have helped this nation live up to its values by successfully advocating for equal rights for all people, no matter their race, sexual identity, gender, gender expression, culture or religion; and

WHEREAS, Social Workers follow a Code of Ethics, which sets as the primary mission of the Social Work profession the enhancement of human well-being and meeting the basic human needs of all people, with particular attention to the needs and empowerment of those who are vulnerable, oppressed, and living in poverty; and

WHEREAS, the Social Work Profession is one of the fastest growing professions in the United States, with more than 800,000 people expected to be employed as Social Workers by 2033; and

WHEREAS, Social Workers work in all parts of our society – including schools, social service agencies, veteran centers, and government – helping people, family and communities secure services and policies they need to thrive; and

WHEREAS, Social Workers are at the forefront of pressing issues our nation is addressing, including increased needs for mental health care, especially for children and adolescents, substance use disorder treatment, increased economic and political division; and

WHEREAS, Social Workers are one of the largest groups of mental health care providers in the United States and are pressing for a Social Work Interstate Licensing Compact that will improve mental health care delivery in our nation; and

WHEREAS, Social Workers help protect millions of children from abuse and neglect, provide services and support, which helps strengthen families that are under stress, and help create new families through adoption; and

WHEREAS, research proves the presence of Social Workers in schools, hospitals, and assisted living facilities improve education and health outcomes and quality of life for students, patients and residents.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of March 2025 as **"Social Work Month"**.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 11th day of March 2025, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Jenni Kiser, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-88

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC DBA Santa Rosa Behavioral Healthcare Hospital in the Amount of $200,000 for Inpatient Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC DBA Santa Rosa Behavioral Healthcare Hospital in the Amount of $200,000 for Inpatient Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Santa Rosa Behavioral Healthcare Hospital (Contractor) will provide psychiatric inpatient services to the County of Mariposa (County) beneficiaries who are authorized for services by the County. Services will be provided to beneficiaries of the County in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations. All personnel rendering services shall be employed by or under contract with the Contractor. They shall be members of Contractor inpatient professional staff. The services will be provided under the direction of the Contractor Facility Director and meet appropriate professional standards.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have experience with the provider for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the requested agreement brings the risk of the County not being able to provide a mandated service.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mariposa+County+with+DAS+redline - V9 - Feb 18 2025

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District V Supervisor Miles Menetrey

SECONDER: District IV Supervisor Jenni Kiser

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

AGREEMENT FOR INPATIENT REHABILITATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Aurora Behavioral Healthcare-Santa Rosa, LLC dba Santa Rosa Behavioral Healthcare Hospital, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties

acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Aurora Behavioral Healthcare-
Santa Rosa, LLC
1287 Fulton Rd
Santa Rosa, CA 95401

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. CONTINUATION OF SERVICES AFTER TERMINATION

Upon the effective date of termination or in accordance with applicable state law, Provider shall continue to provide, and be compensated under the terms of this Agreement, for services provided to County beneficiaries who are under the care of Provider as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility.

18. NO WAIVER

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

19. DISPUTES

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

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

20. CAPTIONS

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

21. NUMBER AND GENDER

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

22. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

23. SUCCESSORS AND ASSIGNS

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

24. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

25. OTHER DOCUMENTS

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

26. CONTROLLING LAW

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

27. AUTHORITY

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

28. NEGOTIATED AGREEMENT

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

29. NO RELIANCE ON REPRESENTATIONS

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

30. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with 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.

31. FUNDING AVAILABILITY

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

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

such reduction or modification of the County budget or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Tristan Ivey, CEO Aurora Behavioral Healthcare-Santa Rosa, LLC dba Santa Rosa Behavioral Healthcare Healthcare
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel
CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

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Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

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CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections
5328- 5328.1545 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921

et. seq.CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

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All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Exhibit B
COST PROPOSAL

RATE STRUCTURE FOR FY 2024-25

SONOMA COUNTY

Effective 7/1/2024

Rate Structure:

Contract rates are all inclusive of the professional fee ($110/day) and hospital stay. When billing the County for authorized services provided to Sonoma County clients, Contractor will use this exclusive list of provisional rates (see below).

Medi-Cal Funded Beneficiaries

Activity	Rate
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 0-21	$1,740/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages Over 64	$1,600/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 22-64	$1,565/Day
Inpatient Psychiatric Support Services – Professional Fees (Mode 15, Service Functions (01-79)(when services are provided and billed to County)	$110/Day
Administrative Day Services	$950//Day
Patient Specific - 1:1 Staffing (per hour)	$30/Hour

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	$1,675/Day
Per Diem Acute Facility Day Rate (Older Adult)	$1,710/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	$1,850/Day
Administrative Day Services	$950//Day
Patient Specific - 1:1 Staffing (per hour)	$30/Hour

*These rates apply to all Medi-Cal or County eligible services rendered to all patients and all Counties

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-89

MEETING:	March 11, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Sacramento Behavioral Healthcare Hospital, LLC in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Sacramento Behavioral Healthcare Hospital, LLC in the amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Sacramento Behavioral Healthcare Hospital (Contractor) will provide psychiatric inpatient services to the County of Mariposa (County) beneficiaries who are authorized for services by the County. Services will be provided to beneficiaries of the County in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the last agreement November 7, 2023, through Resolution Number 2023-595.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this contract and Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Sacramento Behavioral Healthcare Hospital 2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Sacramento Behavioral Healthcare Hospital, LLC., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties

acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sacramento Behavioral Healthcare Hospital
1400 Expo Parkway
Sacramento, CA 95815

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Nathan Jensen, CEO Sacramento Behavioral Healthcare Hospital, LLC.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
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HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections
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Exhibit B
COST PROPOSAL

Sacramento Behavioral Healthcare Hospital

Kindness, Service, Healing

RATE STRUCTURE FOR FY 2024-25

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Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 22-64	$1,155.98/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages Over 64	$1,155.98/Day
Inpatient Psychiatric Support Services – Professional Fees (Mode 15, Service Functions (01-79)(when services are provided & billed to County)	$110/Day
Administrative Day Services	$817.64/Day
Patient Specific - 1:1 Staffing (per hour)	$30/Hour

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	$1,434/Day
Per Diem Acute Facility Day Rate (Older Adult)	$1,434/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	$1,434/Day
Administrative Day Services	$817.64/Day
Patient Specific - 1:1 Staffing (per hour)	$30/Hour

These rates apply to all Medi-Cal or County eligible services rendered to all patients to all Counties and are updated annually by HCS for the Central Region Accommodation Code 124

*Rates are based on the MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES REGIONAL AVERAGE for the CENTRAL REGION (Code 124), as published annually by the State of California Health and Human Services Agency, Department of Health Care Services. Updated rates will be sent to County annually as received.

*Rates Effective 7/1/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-95

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Five-Year Agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Five-Year Agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On October 1, 2024, the Public Works Department released a Request for Qualification for Planning and Design Services for improvements at the Mariposa-Yosemite Airport. No bids were received. In accordance with PCC§20150.9, if no bids are received, the County may move forward with the project. Tartaglia Engineering is a qualified engineering company with airport experience in design and planning.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Airports operate in a complex regulatory environment and the Mariposa-Yosemite Airport benefits from specialized knowledge in the delivery of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant-funded projects including reviewing and revising the Airport Layout plan, and in the development of the pavement projects planned for the next several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Agreement, and important design services and potential funding opportunities will be lost.

FINANCIAL IMPACT

There is no financial impact at this time. Any future Task Orders are expected to paid with either Airport Enterprise funds or AIP Funds.

ATTACHMENTS

1. **Agreement_Tartaglia Engineering**
2. **Amended Agreement_Tartaglia Engineering**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

AGREEMENT FOR A&E ON-CALL AIRPORT DESIGN & PLANNING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Tartaglia Engineering, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2030, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contractors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and Contractor.

C. The Contractor's staff shall be listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractors without notification to prior approval by the County.

D. The Contractors may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, Location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

3. COMPENSATION

A. The total amount payable by the County for all the Task Orders combined shall not exceed a cumulative maximum total value of Two Million Dollars ($500,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under this On-Call Engineering Agreement through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under this Agreement, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

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

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Tartaglia Engineering
PO Box 476
Pismo Beach, CA 93448

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	John A. Smith, Principal Tartaglia Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

Exhibit A
SCOPE OF WORK

TARTAGLIA ENGINEERING

STATEMENT OF QUALIFICATIONS FOR:

ON-CALL AIRPORT PLANNING & DESIGN SERVICES

MARIPOSA COUNTY

MARIPOSA - YOSEMITE AIRPORT

DECEMBER, 2024

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EXHIBIT A – QUALIFICATIONS AND EXPERIENCE

EXECUTIVE SUMMARY

With over 42 years of experience in airport engineering, design, construction management and inspection, Tartaglia Engineering is ever ready to provide airport engineering services to Mariposa County for upcoming projects at Mariposa-Yosemite Airport. Many of the projects in our schedule of successfully completed ventures include undertakings of similar size and scope to those anticipated in the contract period of 5 years.

Team members are selected for their attention to detail, quality of work, experience, and ability to serve. Tartaglia Engineering is pleased to team with BSK Associates for geotechnical and materials testing purposes.

Tartaglia Engineering has a reputation for establishing forward momentum at the start of all projects and professional relationships and keeping that energy through the duration of each venture. The team is experienced in the delivery of successfully completed projects within established budgets and time frames. In addition, team members are knowledgeable in Value Engineering and life-cycle costs which allows maintenance funds to be concentrated on the most effective rehabilitation strategies. Finally, the team knows its way around an airport. Staff are experienced in phasing airfield operations and construction work, on-airport radio communications, on-airport driving procedures, and perimeter security protocols. Our Construction Safety and Phasing Plans reflect the firsthand experience and safety culture that we instill in all our construction activities.

Together with our subconsultant BSK Associates, we look forward to the opportunity of providing our Aviation Consulting and Aviation Engineering Services to Mariposa County.

FIRM BACKGROUND

Tartaglia Engineering has significant experience in airport planning, engineering, and consulting. In the past 42 years, while focused on FAA Airport Improvement Program (AIP) projects, the firm has designed over $180 million worth of airport improvements. We have provided engineering, design, surveying, construction management, construction inspection, facilities analysis, and master plan support services for 30 municipal and private airport and airfield clients.

Bob Tartaglia and Glen Hughes established their own consulting engineering and surveying firm in 1982 as Tartaglia-Hughes Consulting Engineers. The success of the firm was immediate. Throughout the 1980's and 1990's, they expanded their expertise and list of valued airport clientele, while remaining a focused, small, responsive firm. Client satisfaction was reflected in the firm's repeat clientele.

In December of 1996, Bob lost his business partner Glen Hughes. After a short pause, Bob, with the same drive for service and with the same dedicated staff, reorganized as Tartaglia Engineering. John A. Smith was brought into the firm in 2001, bringing with him 13 years of aviation consulting experience.

Today the active project list reflects a range of airport engineering projects for county, city, special district, and private airports. Recently completed projects include Northside General Aviation Apron Construction at Monterey Regional Airport, Pavement and Gate Improvements at Porterville Airport, Hangar G10 design and construction at Santa Ynez Airport, Rehabilitate Parallel and Connecting Taxiways at Santa Maria Airport, Airfield Electrical Upgrades including back-up power generator at Paso Robles Airport, Taxiway B Extension at Marina Airport, Midfield Improvements at Santa Ynez Airport, and Rehabilitation and Relocation of the South Side Parallel Taxiway at Tehachapi Airport.

In addition to airfield design and construction work, team members are currently preparing and updating Pavement Maintenance Management Plans (PMMP) and Airport Layout Plans in accordance with the FAA's new requirements. Lastly, the firm is preparing multiple conceptual development plans for aircraft storage hangars, commercial developments, and FBO's at several airports. The firm's staff consists of registered civil engineers and licensed land surveyors, along with a technical support staff that includes construction inspectors, LEED-accredited designers, and clerical staff. Members remain current in civil design, airfield design, and construction management practices through attendance at seminars and continuing education programs. In addition, inspectors and environmental technicians remain current through ongoing training programs provided by various institutions and agencies.

FIRM CAPABILITIES

Tartaglia Engineering offers complete airport consultant services and has demonstrated experience in all phases of airport engineering, from planning through design and construction management and contract administration. Specifically, the firm has expertise in the following areas:

PLANNING
- Airport Layout Plans (ALP)
- Airport industrial parks
- Construction safety and phasing plans (CSPP's)
- Hangar complex development plans

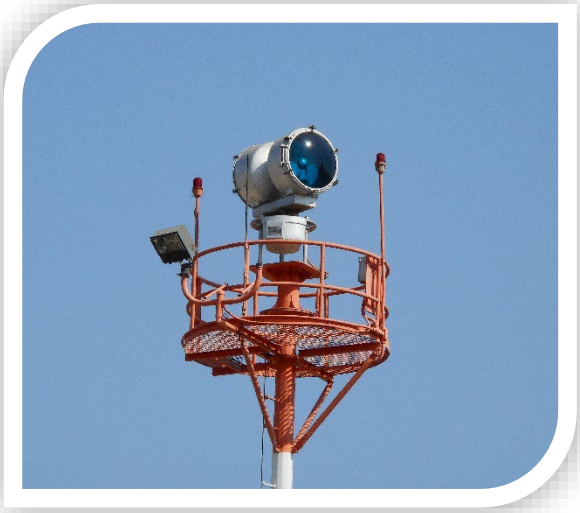
DESIGN
- Topographic survey
- Construction Improvement Plans
- Value engineering and life-cycle cost analysis
- Contract documents and specifications
- Final cost estimates
- Bidding assistance
- Construction Safety Phasing Plans

ENVIRONMENTAL
- Environmental evaluations
- Categorical exclusions
- Storm Water Pollution Prevention Plans (SWPPP)
- Construction site environmental monitoring
- Construction environmental compliance
- Post-Construction Stormwater Management Plans

GRANT MANAGEMENT
- Coordination with funding agencies
- Capital improvement programs
- Grant application preparation
- Reimbursement requests

CONSTRUCTION ADMINISTRATION
- Inspection services
- Construction staking
- Contract administration
- Submitted review
- Payroll review and payroll interviews
- Prevailing wage compliance
- Construction change management

ADDITIONAL SERVICES
- Pavement Maintenance Management Plans (PMMP's)
- Aerial topography / photography
- Lease site legal descriptions and surveying
- Master drainage plans and studies

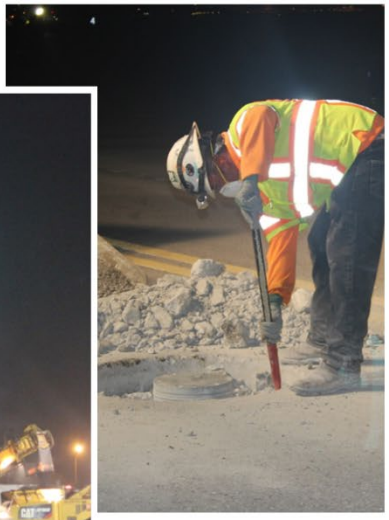


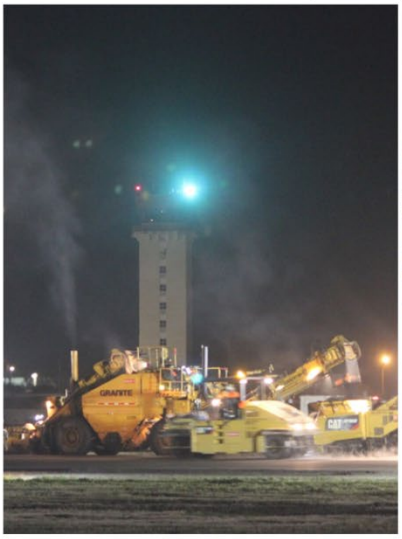
Tartaglia Engineering is adept in assisting airport project sponsors in evaluating airfield conditions and establishing priorities for improvements. Through our close contact with funding agencies, we are effective in securing funding for eligible airport improvement items. Our 42 years of experience provide critical insight to grant sponsors, regarding when it is appropriate to pass on project funding and, even more importantly, when it is the right time to seek more.

COMPARABLE PROJECTS – PROPOSER EXPERIENCE

REHABILITATE RUNWAY 7-25, SANTA BARBARA AIRPORT

Runway 7-25, the main runway at Santa Barbara, was experiencing significant block cracking. The facility had not received an overlay in over 10 years, representing time period when the size, weight, and frequency of commercial aircraft serving Santa Barbara continued to grow. An investigation during the design phase revealed a de-lamination zone between two layers of asphalt pavement within the structural section. The rehabilitation plan was expanded remove the delamination through a grind and remove effort, followed by a two-lift overlay. Once complete, the runway received new markings and a grooved surface. Project challenges focused on performing all runway rehabilitation work between 11:00 pm & 5:00 am, with full use of the Runway every day.





Project Details

Project owner:	City of Santa Barbara
Owner contact:	Leif Reynolds, Project Engineer (805) 680-7976 (cell)
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$7,131,785.00
Bid:	$7,748,991.00
Final Cost:	$8,378,489.00*
Status:	Completed

*includes $629,498.68 in owner-initiated change orders

RECONSTRUCT RUNWAY 2-20, INYOKERN AIRPORT

Runway 2-20, one of three runways at Inyokern Airport, was experiencing severe cracking due in part by seismic activity stemming from the nearby city of Ridgecrest. The 6,275' long, 75'wide runway was beyond rehabilitation efforts and needed a complete reconstruction.

In order to mitigate possible issues with increased oil prices, the team design the runway with 2 structural sections, one with an Asphalt section and one with a Portland Cement Concrete section. Contractors had the option to bid either design, with a life cycle factor multiplying factor applied to the PCC option. The low bid was the asphalt section but both options were competitive.

With unpredictable and significant winds, the project was done completed in 6 distinct phases; keeping a minimum of 3 runways open for operations at any given time throughout the duration.

Project Details

Project owner:	Indian Wells Valley Airport District
Owner contact:	Scott Seymour, General Manager (760) 377-5844
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$12,092,100.00
Bid:	$9,316,350.00
Final Cost:	$9,390,899.93
Status:	Completed

REMOVE AND REPLACE AWOS SANTA YNEZ VALLEY AIRPORT

The AWOS at Santa Ynez Airport had been failing for some time, rendering the unit unreliable. Tartaglia Engineering moved quickly to complete a Cat-Ex and a Benefit-Cost Analysis for replacement of the unit, followed by plans and contract documents for public bidding and construction. Commissioning of the new unit culminated a rather short, successful construction period that included removal and full replacement of all equipment, sensors, foundation, vegetative protection slab, and computer control unit.

Project Details

- Project owner: Santa Ynez Valley Airport Authority / Santa Barbara
- Owner contact: John Green, Assistant Director Capital Projects (805)896-2236
- Specific involvement: Lead consultant: Grant application, design, bidding, construction management, inspection, testing, commission
- Estimated cost: $210,000.00
- Bid: $274,815.00
- Final Cost: $278,324.00
- Status: Completed & Commissioned

RUNWAY 30 APPROACH OBSTRUCTION REMOVAL SANTA MARIA AIRPORT

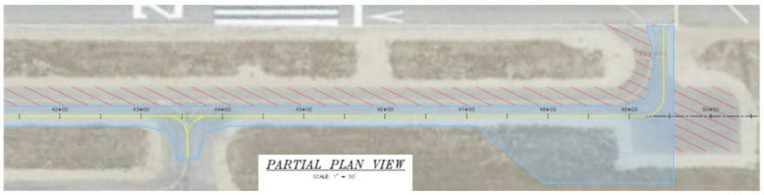
Like many undeveloped areas around the central coast, Santa Maria Airport holds several very large stands of eucalyptus trees, portions of which gradually encroached into the RPZ for Runway 30.

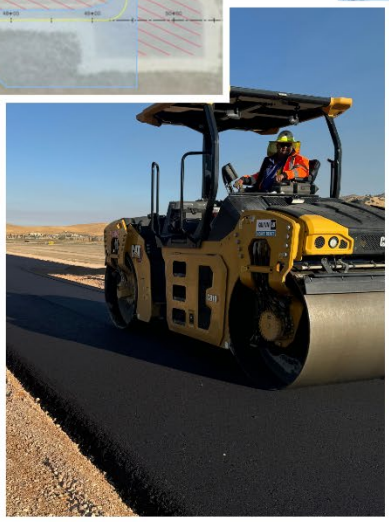
Based on an obstruction survey performed by the firm, Tartaglia Engineering prepared contract documents for public bidding and performed construction contract management including RPR and nesting bird assessment services for this obstruction removal effort.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Chris Hastert (former District Manager) (805)216-9025
- Specific involvement: Obstruction survey, encroachment permit (Caltrans), bidding / contract documents, contract management, nesting bird survey, inspection.
- Estimated cost: $180,000.00
- Bid: $295,000.00
- Final Cost: $295,000.00
- Status: Complete

REHABILITATE AND RELOCATE PARALLEL AND CONNECTING TAXIWAYS, TEHACHAPI MUNICIPAL AIRPORT





Taxiway Alpha, the full-length parallel taxiway to Runway 11-29, is experiencing localized pavement failures and sits 28 feet too close to the runway per FAA standards. In addition, with no infield drainage improvements, all connecting taxiways serve as summer crossings. Lastly, the structural integrity of this taxiway and all connecting taxiways is such that reconstruction is the only viable alternative in solving these problems. After completing the EA, Tartaglia Engineering was tasked with design and construction management for a complete reconstruction and relocation of this facility.

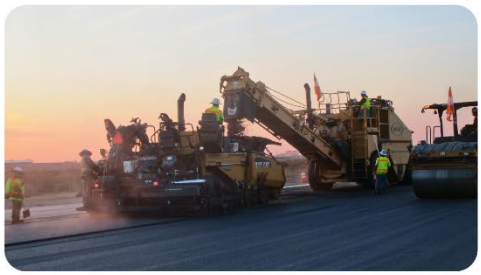
The project involves relocating and reassigning the parallel and connecting taxiways to comply with FAA standards, as well as grading and drainage improvements, new markings, edge lights, and internally lighted guidance signs to go along with it.

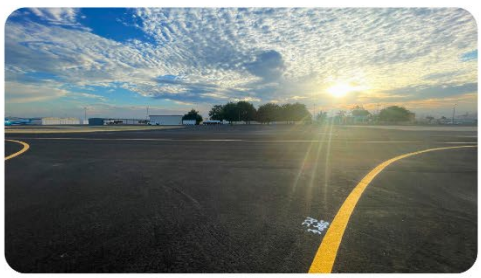
Project Details

Project owner:	City of Tehachapi
Owner contact:	Ashley Whitmore, Airport Manager (661)822-2200, ext. 101
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$6,400,650.00
Bid:	$5,847,365.00
Final Cost:	TBD
Status:	Ph. 2 Construction in progress

REHABILITATE PARALLEL AND CONNECTING TAXIWAYS PORTERVILLE MUNICIPAL AIRPORT

Porterville Airport now possesses two newly aligned and fully reconstructed connecting taxiways as well as fresh coats of slurry seal & pavement markings over the remaining portion of it's taxiway system. Tartaglia Engineering facilitated in this project from start to finish, leaving the airport with two new lighted closure crosses, furnished at the start of the construction phase and relinquished to the airport upon completion.





Project Details

- Project owner: Porterville Municipal Airport
- Owner contact: Richard Tree, Airport Manager (559) 791-7800
- Specific involvement: Lead consultant: Grant application, design, permitting, inspection
- Estimated cost: $4,168,925.00
- Bid: $4,675,270.00
- Final Cost: TBD
- Status: Anticipated Completion December 2024

TERMINAL APRON RECONSTRUCTION PHASE 1 & 2, SANTA MARIA AIRPORT

The 300,000 square foot terminal airport had since very little maintenance since a slurry seal in 1998. Ever- increasing size of aircraft, drawn the airport since the 2011 runway extension, created integrity issues with the apron. A multi-year, multi-grant terminal apron reconstruction effort was initiated in 2015, replacing the former asphalt section with a portland cement concrete structure. The first portion was bid as a base bid, multiple additive alternates. The second project picked up where the first one left off. Two public bids, successfully secured by the same contractor.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Martin Pehl, General Manager (805) 922-1726
- Specific involvement: Lead consultant: Grant application, design, permitting, inspection
- Estimated cost: *$6,840,000.00
- Bid: *$6,370,556.00
- Final Cost: *$6,321,300.00
- Status: Completed

*pricing reflects aggregate of both projects

TARTAGLIA ENGINEERING

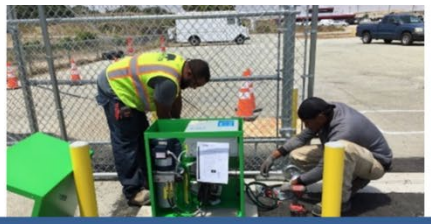
CLASS 5 ARFF VEHICLE PROCUREMENT
SANTA MARIA PUBLIC AIRPORT

In addition to upgrades to improve the emergency response of the existing Aircraft Rescue and Firefighting (ARFF) station on Santa Maria Public Airport, Tartaglia Engineering assisted the Airport District in the bidding and procurement of a fully furnished Class 5 tandem rear axle ARFF truck with a 3,000 gallon water tank and a 420 gallon foam tank.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Martin Pehl, General Manager (805) 922-1726
- Specific involvement: Lead consultant: Grant application & procurement
- Estimated cost: $900,000.00
- Bid: $990,611.00
- Final Cost: $1,043,696.00*
- Status: Complete

*reflects additional District-funded change from Class 4 to Class 5



PERIMETER FENCE AND ACCESS IMPROVEMENTS
MARINA MUNICIPAL AIRPORT

As the former Ft. Ord Airfield within a much larger secured space, Marina Airport was lacking in perimeter security. An initial project initiated immediately with conversion to public use after base closing, included three-foot high perimeter fence and gates. Fast forward to post 9/11 and Marina was in need of a proper secured perimeter. The project included removal and replacement of 4500 feet of perimeter fence, installation of 10 automatic vehicle access gates, two controlled pedestrian access gates, and several manual gates, along with an airport-wide badge-based, access control system with video surveillance.

Project Details

- Project owner: City of Marina
- Owner contact: Jeff Crechriou (former Airport Operations Manager) – (831) 915-7166
- Specific involvement: Grant management, topographic survey, plans and specifications, bidding assistance, contract management, tenant communications, active RPR services.
- Estimated cost: $779,000.00
- Bid: $978,824.00
- Final Cost: $953,823.00
- Status: Complete

KEY PERSONNEL ASSIGNED

JOHN A. SMITH, P.E.

- Project Manager, Primary Point of Contact
- Grant Program Management
- Presentations to Boards & Councils

JASON T. HARGREAVES, P.E., LEED AP

- Construction Management
- Project Scheduling & Progress Reports
- Cost / Benefit Analysis

BRETT J. DOLAN, P.E.

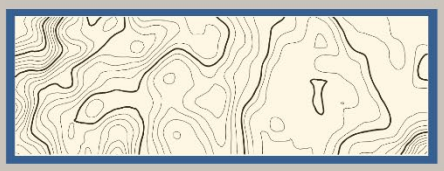
- Resident Project Representative/ Civil Inspector
- Project Estimates
- Specifications

JON H. BRATT, E.I.T.

- Land Surveying
- Mapping
- Legal Descriptions

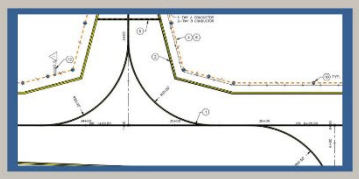
SCOTT A. KOPE, P.E.

- Grading Design
- Surface Drainage
- Stormwater Systems / Management



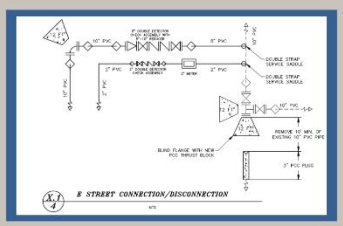
MICHAEL R. ARMS, E.I.T.

- Civil Design
- Airfield Lighting Layout
- Airfield Marking Layout



NOLI J. GAMIAO, E.I.T.

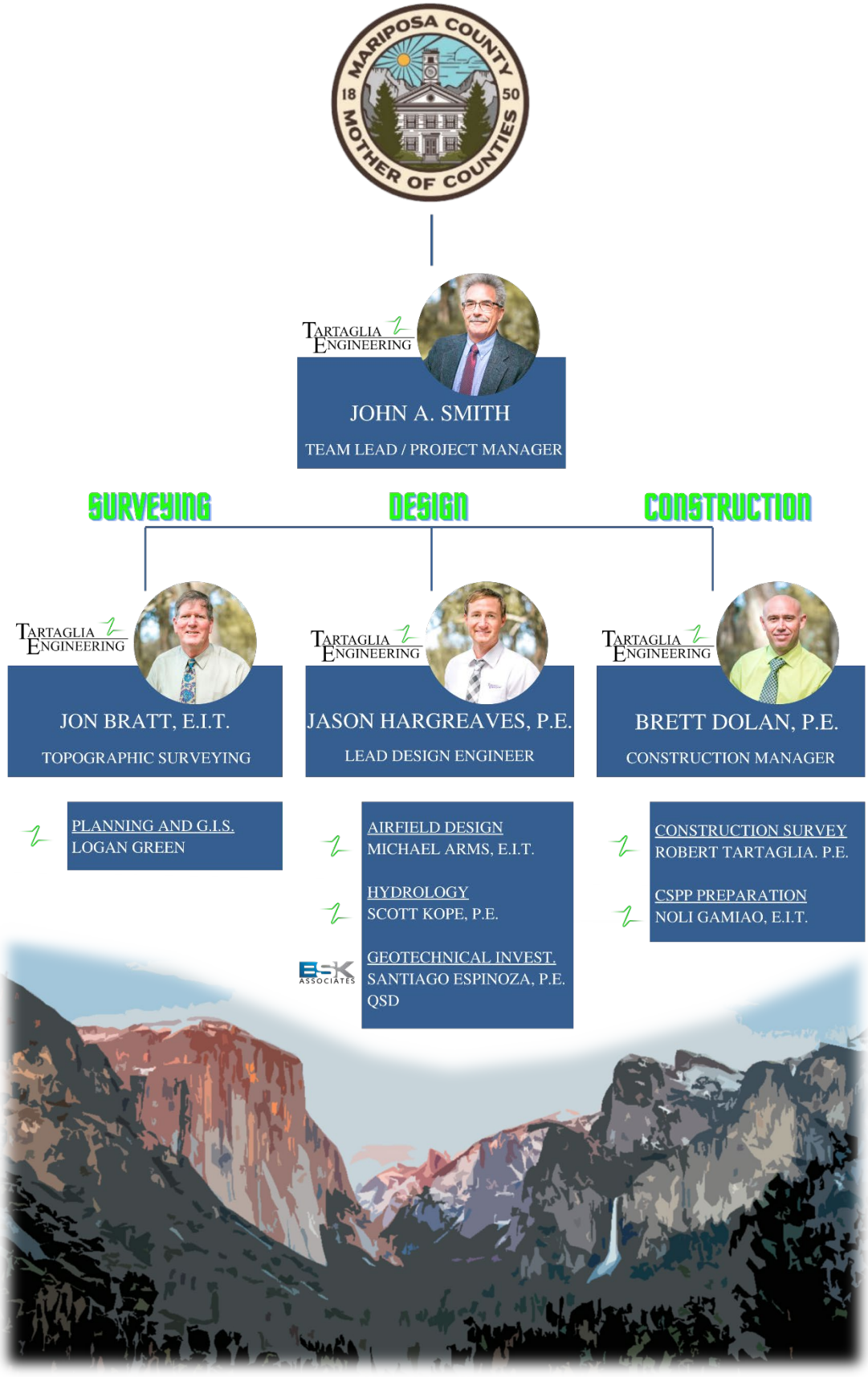
- Construction Safety and Phasing Plans
- Water Pollution Control Drawings
- Construction Details



LOGAN J. GREEN

- Planning & GIS
- Guidance Sign Layout
- 3D modeling / Rendering of Concepts

TEAM ORGANIZATION



RESUMES OF KEY PERSONNEL

Work Experience

Mr. Smith has 30 years of airport and general civil design, construction inspection, construction management, and program management experience in positions with a variety of undertakings. Engagements have been with public and private entities, agencies, corporations, and individuals. Mr. Smith is effective at securing and managing FAA and Caltrans grants for the betterment of airport clients. He has a proven track record of working through challenging design and political constraints, seeking positive and acceptable compromise with forward motion.

Recent Relevant Projects:

Reconstruct Runway 2-20, 2021
Inyokern Airport
After years of pavement overlays and slurry seals, the block cracking and differential settlement experienced throughout all the airfield pavement at Inyokern Airport has become unacceptable. Starting with Runway 2-20, the District's capital program addresses the poor conditions of all three runways and the taxiway network over the next 10 years. The reconstruction effort was designed and packaged for bidding and construction with both an asphalt and a concrete alternative, with final determination for low bid based on a Life-Cycle Cost factor determined by the firm. Several bids were received representing both alternatives, and the award of contract was for the asphalt pavement solution. Construction of the 75 feet wide by 6,275-foot-long improvement is underway in a five-phase program, with project completion scheduled for November, 2021. Construction cost = $9.3 mil.

Rehabilitate Parallel and Connecting Taxiways, Including Geometry Upgrades, 2023
Porterville Municipal Airport
The taxiway network at Porterville Airport received a slurry seal and new markings in 2004. A significant increase in aviation activity, particularly with the air-attack operations of both USFS and Cal-Fire, has led to the need for additional improvements to the taxiways. The proposed project, currently under design, includes removal and reconstruction of three connecting taxiways to bring these into compliance with new geometry standards, permanent closure of the fourth, and a slurry seal and new markings for the parallel taxiway, along with infield grading and upgrades to airfield lighting circuits. As Project Manager, Mr. Smith is tasked with leading the design effort, establishing the phased approach to construction, proceeding through the public bidding process, and serving as manager during the upcoming construction effort. construction is anticipated in the June - December period.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA

EDUCATION

B.S., Civil Engineering, 1987
California State Polytechnic University
San Luis Obispo

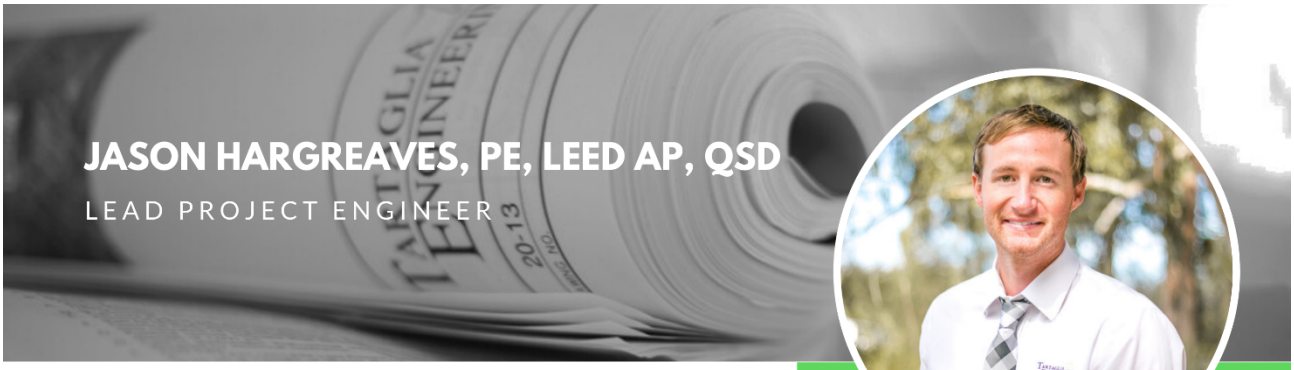
A.A., Business Management, 1985
El Camino College, Torrance

MEMBERSHIPS / AFFILIATIONS

Association of California Airports (ACA)
Nevada Airports Association (NvAA)
American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
American Public Works Association (APWA)
Past President, Central Coast Chapter

CONTACT

(805) 466-5660 (O)
(805) 391-3665 (C)
John@tartaglia-engineering.com



JASON HARGREAVES, PE, LEED AP, QSD

LEAD PROJECT ENGINEER

Work Experience

Mr. Hargreaves has experience with a broad range of general civil engineering design projects and a wide variety of airport planning, design, and construction assignments. Airport engineering has been a passion of Jason's career and is talented at applying FAA Advisory Circular design and construction standards throughout the design and procurement process. With the extended knowledge of AutoCAD Civil 3D, Mr. Hargreaves produces clear and precise construction drawings in an accelerated timetable. Jason is often tasked with various airport planning efforts required by the FAA capital improvement program such as the preparation of airport layout plans and airport pavement management programs.

With considerable emphasis on pavement in his Civil Engineering Master's program at the University of Washington, Mr. Hargreaves has the understanding and skills to analyze the integrity and life expectancy of existing airfield pavement, develop a pavement management program to support the capital improvement program project schedule, and design pavement structural sections. He excels in many computer-aided engineering design programs, including ones provided by the FAA, that are revolutionizing modern day engineering. Mr. Hargreaves is the Lead Design/Project Engineer at Tartaglia Engineering responsible for producing engineering documents for a considerable mixture of clients and airport improvement projects.

Recent Relevant Projects:

Terminal Apron Reconstruction, 2018
Santa Maria Public Airport

The combination of larger aircraft and aged – failing structural section, prompted the Airport District to address the apron through a rehabilitation effort. The rehabilitation work addressed approximately 225,000 square feet of apron included removal of failed asphalt pavement, and constructing the terminal apron with portland cement concrete. Jason was responsible for all aspects of the design, including preparation of plans and specifications. The construction phase was completed in a flawless fashion, in large part due to the improvement plans.

Rehabilitate and Relocate Parallel and Connecting Taxiways, Construction Scheduled for 2023
Tehachapi Airport

The project focuses on removal of the existing south-side parallel and connecting taxiways, and reconstruction of these improvements in a standard location and configuration: the parallel taxiway is to be shifted 28 feet further away from the runway, and connecting taxiways shall be reconfigured to comply with recently adopted airfield geometry standards. Mr. Hargreaves is responsible for leading the design team with preparation of the construction documents.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA, NV, WA

LEED Accredited Professional, Building Design & Construction

Qualified SWPPP Developer

EDUCATION

M.B.A, 2021
Grantham University

M.S., Civil Engineering, 2014
University of Washington

B.S., Civil Engineering, 2011
University of Nevada Las Vegas

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

Association of California Airports

CONTACT

(805) 466-5660
Jason@tartaglia-engineering.com

BRETT DOLAN, PE

CONSTRUCTION MANAGER

Work Experience

Mr. Dolan has 16 years of general civil design, construction inspection, construction management, and program management experience in positions for a variety of undertakings. Engagements have been with public and private entities, agencies, corporations, and individuals. Mr. Dolan has more than 10 years of experience working on airfield projects including underground utilities, drainage, safety grading, taxiway and runway extensions and rehabilitations, navigational aid construction and relocation, airfield electrical, and lighting control systems. He has a proven track record of working through challenging construction conditions to assure the owner complete satisfaction with the project.

Mr. Dolan has been tasked specifically with inspection and management of airfield construction and improvement projects since joining Tartaglia Engineering in 2010. Mr. Dolan provides construction management and inspection for airport improvement projects. Mr. Dolan is well versed in the development and preparation of PMMP (Pavement Maintenance and Management Program) documents for airports.

Recent Relevant Projects:

Rehabilitate Runway 7-25, 2018
Santa Barbara Airport

Santa Barbara Airport's main Runway was experiencing significant block cracking, requiring removal of the top several inches of asphalt surface through a grind effort followed by a two-lift overlay. During construction, the Runway needed to be open and operational after each shift, and all runway rehabilitation work occurred between 11:00 pm & 5:00 am. Mr. Dolan served as the full-time resident engineer, as well as assisting with construction administration. His duties included checking surface gradients, pavement marking standards, and electrical components towards the end of each shift, and relaying the information to the control tower before the Runway was open for service each morning.

Taxiway B Extension, 2020
Marina Municipal Airport

At the pre-construction condition, the airport's main parallel taxiway, Taxiway B, connected to Runway 11-29 about 500 feet west of the east end, or threshold. In this configuration, aircraft that desire to make use of the entire runway must back-taxi the 500 feet, perform a 180-degree rotation on the runway, and then prepare for take-off. The project extended the parallel taxiway 500 feet to the threshold, and the scope of the project included earthwork and subgrade preparation, construction of a structural section consisting of aggregate base and hot-mix asphalt pavement, pavement markings, shoulder and safety area grading, and modifications to the edge lighting and guidance signage system. Mr. Dolan oversaw field coordination, inspection, and contract change management.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA, AZ

EDUCATION

B.S., Civil Engineering, 2004
California State University
Chico Campus

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

Association of California Airports

CONTACT

(805) 466-5660 (O)
(805) 636-6743 (C)
Brett@tartaglia-engineering.com

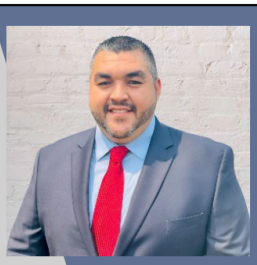
Santiago Espinoza, PE – Construction Services Group Manager

sespinoza@bskassociates.com

Mr. Espinoza is a licensed Civil Engineer in the State of California ***with over 16 years of experience*** in the geotechnical, material testing and special inspection industry over seeing geotechnical investigations, laboratory testing, special inspections, laboratory quality assurance, managing testing technicians and inspectors, and managing geotechnical, construction material testing and inspection projects for schools, hospitals, residential, commercial, transportation and water district projects. Mr. Espinoza has performed and managed geotechnical engineering and construction materials testing and inspection projects for various municipalities in Central and Southern California.

RELEVANT PROJECT EXPERIENCE:

- City of Tehachapi Airport Relocate and Rehabilitate Taxiway A, Tehachapi, CA
- City of Bakersfield Taxiway G Extension, Bakersfield, CA
- City of Bakersfield Meadows Field Airport 12L-30R Rehabilitation, Bakersfield, CA
- City of Porterville Airport Rehab Parallel and Connecting Taxiways, Porterville, CA
- City of Tehachapi Airport Drainage Improvements, Tehachapi, CA
- City of Inyokern Airport Taxiway Rehabilitation, Inyokern, CA
- City of Shafter-Minter Airport Taxiway C-J Rehabilitation, Shafter, CA
- City of Tehachapi Airport Relocate and Rehab Taxiway A, Tehachapi, CA
- Naval Base Airport 32L Lights and Pavement, Lemoore, CA
- City of Mojave Airport Inland Port, Mojave, CA
- City of Bakersfield Centennial Corridor Mainline, Bakersfield, CA
- City of Bakersfield Freeway Connector, Bakersfield, CA
- City of Bakersfield Kern River Bridge Improvements, Bakersfield, CA
- City of Bakersfield Beltway Operational Improvements, Bakersfield, CA
- City of Bakersfield Kern River Bridge Improvements, Bakersfield, CA
- City of Bakersfield Mohawk Street Extension, Bakersfield, CA
- City of Bakersfield Westside Parkway Mohawk Street to Allen Road, Bakersfield, CA
- City of Bakersfield Fairfax Avenue Overcrossing at SR 178, Bakersfield, CA
- City of Arvin Franklin Street Rehabilitation, Arvin, CA
- City of Ridgecrest Tamarisk Avenue Improvements, Ridgecrest, CA
- City of California City Hacienda Boulevard Rehabilitation, California City, CA
- California High Speed Rail Construction Package 4 Project, Wasco, CA
- City of Porterville Henderson Avenue Reconstruction Project, Porterville, CA
- City of Porterville Main Street Rehabilitation Project, Porterville, CA
- City of Porterville Villa Street Reconstruction Project, Porterville, CA
- City of Porterville Newcomb Street Improvements, Porterville, CA
- City of Porterville Lime Street Reconstruction Project, Porterville CA
- City of Porterville New Well Site Improvement Project, Porterville, CA
- City of Porterville, East Porterville Water Line Improvements, Porterville, CA
- City of Porterville Maintenance Yard Improvements Project, Porterville, CA
- City of Visalia Hurley Avenue Rehabilitation Project, Visalia, CA
- City of Visalia Avenue 280 Widening, Visalia, CA
- City of Visalia Modoc Ditch Realignment Project, Visalia, CA
- City of Tulare B Street Improvements, Tulare, CA
- City of Exeter, Rocky Hill Bike Lane Improvements, Exeter, CA
- City of Lindsay Hermosa Street Roundabout Project, Lindsay, CA
- City of Farmersville, Farmersville Boulevard Rehabilitation Project, Farmersville, CA
- City of Farmerville Park Improvements, Farmersville, CA
- City of Delano High Street and Jefferson Street Pavement, Delano, CA
- City of Delano Well 41 Improvement, Delano, CA
- City of Delano Glenwood Sewer Improvements, Delano, CA
- City of Delano Princeton Water Main Replacement, Delano, CA
- Semitropic Water Storage District, Leonard System Extension, Shafter, CA



Qualifications

Registrations / Certificates:

Registered Civil Engineer California 83299
Nuclear Gauge Certified
ICC Soils
ICC Reinforced Concrete
Special Inspector 8160129
ACI Field Technician
ACI Lab Technician Level 1
ACI Agg Technician Level 1
ACI Concrete Strength Technician 1203939
RSO Certified
OSHA Hazmat Certified
Hazwoper Certified

Education:

B.S., Civil Engineering, California Polytechnic State University, SLO, California, 2009

Experience:

BSK Associates, Construction Services Group Manager-August 2021 to Current

Consolidated Testing Laboratories, Engineering Manager -October 2015 to August 2021

Krazan & Associates, Project Engineer-January 2014 to October 2015

Krazan & Associates, Staff Engineer-December 2009 to January 2014

Corporate Summary

BSK ASSOCIATES

BSK provides consulting engineering and testing for clients with projects ranging in size from small to complex, in both natural and built environments.

Celebrating 50 years, BSK is employee-owned, and has grown to a staff of nearly 200 with offices, laboratories, and sample drop-off locations throughout California and the West Coast (Livermore, Sacramento, Fresno, Visalia, Bakersfield, San Bernardino and Vancouver WA)

SERVICES:

- Civil and geotechnical engineering
- Hydrogeology services
- Geospatial services
- Environmental engineering
- Construction observation and materials testing
- Ecological/Biological consulting
- CEQA and NEPA consulting
- Engineering geology
- Brownfields consulting
- Land reuse and redevelopment planning
- Water resources management
- Analytical chemistry

MARKETS SERVED

Transportation	Energy	Water	Commercial/Retail
Agriculture	Wineries	Healthcare	Higher Education
Telecommunications	Government	Aggregate/Mining	Industrial
Redevelopment	Brownfields	Land Use Planning	K-12

OUR COMPANY VALUES

Service – We believe in meeting our commitments to our clients and our colleagues, and achieving quality in performance, communication, comportment and project deliverables.

Professionalism – We believe in acting in the best interest of our client and the company with complete honesty and respect. We value competency in the performance of our services and integrity in our opinions and advice.

Employee Development – We value professional development and personal achievement through coaching, mentoring, and a balance between a challenging and rewarding work environment and quality of life with family and friends.

Personal Accountability – We value personal commitment to execution, follow-through and ownership of every task and process.

Teamwork – We value collaborative effort consisting of individual participation, open communication, mutual respect and shared success.

Safety – We believe in living safely daily. We make conscious decisions about safety, are actively seeking to be safe and understand the impact of injuries on ourselves, our peers and our families.

www.bskassociates.com

Service Overview

ANALYTICAL LABORATORIES

BSK analytical laboratories is a full-service, California Department of Health Services-certified laboratory offering a wide range of organic and inorganic analyses for wastewater, drinking water, soil, hazardous materials. We are certified under both the California Environmental Laboratory Accreditation Program (ELAP) and California NELAP programs. We are also certified in the states of Nevada, New Mexico, Washington and Oregon and are one of the few firms in the United States approved by the EPA to perform all methods required by the UCMRI, UCMRII, and UCMRIII programs.

ENVIRONMENTAL ENGINEERING, ECOLOGICAL SERVICES, WATER RESOURCES

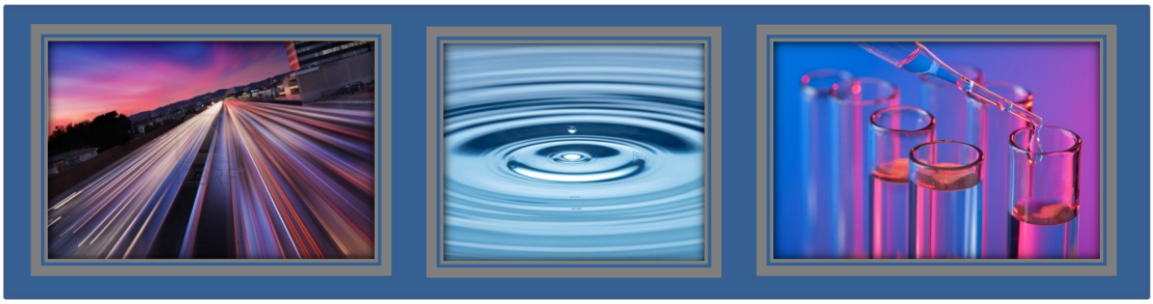
BSK environmental consulting services range from due diligence Phase I & II, biological & ecological studies, CEQA/NEPA support, Brownfields, feasibility studies, and water supply assessments at site selection, to assessment, remediation, waste characterization, and treatment design. We routinely provide environmental site investigations, groundwater monitoring and remediation, site closure planning and implementation, risk assessments, reclamation programs, natural resource planning and auditing for regulatory compliance.

GEOTECHNICAL ENGINEERING, ENGINEERING GEOLOGY

BSK has provided geotechnical services for more than 50 years and offers in-depth knowledge and experience relative to earth pressures and their impacts on foundations, pavements, retaining walls, pipelines, and structures. Our geotechnical capabilities include feasibility studies, site evaluations, soil stabilization studies, construction engineering, foundation designs, rippability and grading recommendations, excavation and dewatering consulting, seismic hazards investigations and earthwork observations during construction.

MATERIALS TESTING AND CONSTRUCTION OBSERVATION

BSK construction services group provides quality assurance/quality control observation, monitoring and testing of construction materials in accordance with International Code Council (ICC) and California Building Code (CBC) Section 1704A.1.1. We are knowledgeable of construction materials including aggregates, asphalt, reinforced steel, structural steel, concrete, masonry, fireproofing, and are familiar with construction processes and methods. Our project experience has ranged in complexity and size, and throughout California.



www.bskassociates.com

SURVEY TEAM & GEORGE PROGRAM

IN-HOUSE SURVEY TEAM

- Quick topographic survey for projects as needed
- Experienced with airfield survey and safety requirements
- Ability to work out of contract to meet project design needs or as opportunity presents itself
- Familiar with and adept in completing FAA required AGIS survey

GEORGE PROGRAM

- All-new survey technology developed by Tartaglia Engineering Team
- Designed for airfield topographic survey and large pieces of pavement
- Safer than traditional airfield topo - reduces exposure time of surveyor
- Considerably quicker than manual topo - saves precious time on runways and other valuable pieces of pavement
- An example of how Tartaglia Engineering is constantly exploring new technology to improve our airports and their operations while reducing the impact of critical maintenance measures

PROJECT SCHEDULING

Tartaglia Engineering typically schedules airport work according to the following schedule:

SCHEDULE:

- FAA meet and greet - review ACIP: — September - October, based on FAA.
- Submit ACIP: — November
- Submit place-holder application: — November
- Submit Construction Safety & Phasing Plan: — 90-days before public bidding
- Submit contract documents & report: — December - January
- Out to bid: — January - March
- Submit revised application 'based on bids': — March - June
- Construction: — June - October start, based on receipt of grant
- Submit Cat-Ex: — July - September

The Tartaglia team is sensitive to project schedules, particularly when grant funding is involved. The firm achieves deadlines and project milestones, assuring on-time performance through all phases of airport development. Sponsors can expect the following grant services from Tartaglia Engineering:

GRANT MANAGEMENT:

- Preparation and submission of a 'place-holder' application based on an engineer's estimate.
- Submission of the revised grant application 'based on bids'.
- Preparation of all staff reports and agenda item packages seeking approvals and authorities to apply for and accept grants from FAA and Caltrans, if appropriate, and for award of construction and professional services contracts.
- Prepare grant application for Caltrans match to FAA grants, if appropriate.
- Prepare FAA 271 draw documents with supporting back-up data.
- Prepare Quarterly 425 Financial Reports and Quarterly Performance Reports.
- Preparation of federal ACIP's and state CIP's, including detailed descriptions, cost estimates, and sketches for the first three projects, at a minimum.
- Uploading of the CIP to the Division of Aeronautics web site.
- Support to grant sponsors in establishing Delphi draw capabilities.

PROFESSIONAL RELATIONSHIPS WITH BOARDS, COUNCILS, COMMISSIONS, MUNICIPAL DEPARTMENTS, AND THE PUBLIC

Tartaglia Engineering recognizes the many interests that develop around airport maintenance and improvement projects. The team is accustomed to working with Boards, Commissions, Municipal Departments, and the Public on a regular basis.

- **Municipal Departments: City of Tulare Water Department:**
  A recent improvement project at Mefford Field focused on fire protection improvements at the airport. The project included a new municipal water well, distribution piping, fire hydrants, and a connection to the existing City distribution system. Tartaglia Engineering worked with the FAA and the City of Tulare's Water Department, to develop a creative cost-sharing arrangement that served all parties, and especially the airport.

- **Airport Commission and Tenants, Marina Airport:**
  The recently completed runway rehabilitation project was a success. However, it could have been devastating to the on-airport businesses. With the need to maintain operations and sell fuel, Tartaglia Engineering, at the encouragement of the City, temporarily relocated the runway to the parallel taxiway. The airport operated in this arrangement for over four months without incident. The Commission and all tenants were very appreciative of this solution.

- **Airport Commission and County, Santa Ynez Airport:**
  Tartaglia Engineering continues in its service to the Santa Ynez Airport through patience and multiple re-packaging of ACIPs, CIPs, CATEXs and preliminary designs. The Commission is fully aware of community issues and sentiment related to ongoing and possible future activities at the airport. While progress is slow, the effort to-date appears to be successful. The Commission and airport staff are pleased.

- **County Departments, San Luis Obispo Regional Airport:**
  In advance of the westerly extension to the runway at San Luis Obispo, Santa Fe Road, a county road, required relocation. Tartaglia Engineering worked with the Airport Department, General Services, and Public Works to facilitate the funding, design, approval, and construction of the relocation of Santa Fe Road. In addition to County Departments, the Tartaglia team worked with numerous utilities and agencies regarding environmentally sensitive areas, wetland delineation, and construction sequencing.

- **City Council, City of Marina:**
  Pleased to have an airport in their charge but recognizing that as a facility it is like no other within the City, Tartaglia Engineering has performed several presentations to council regarding methods and mechanisms for funding, agency submission requirements and deadlines, and future plans and possibilities for the airport.

EXPERIENCE WITH AIRPORT ENGINEERING

Tartaglia Engineering provides the following on multi-year, multi-project contractual relationships:

1. Airport capital improvement prioritization guidance and studies.
2. Preparation of ACIPs including detailed project descriptions, preliminary cost estimates, and sketches.
3. Staff reports.
4. Preliminary grant applications and revised grant applications based on bids.
5. Prepare or provide input to Owner-prepared FAA 271s and 425s.
6. Public outreach including presentations, workshops, preparation, and distribution of materials.

Project-specific services provided, may include, but not necessarily be limited to:

TASK 1

PRELIMINARY ENGINEERING PHASE SERVICES

1. Extensive project kick-off, project understanding, and goal-setting meeting.
2. Research and review of existing facilities and conditions.
3. In-depth site visit and photo documentation.
4. Topographic survey of project extents.
5. Perform geotechnical investigation and produce a geotechnical report.
6. Obtain environmental clearance: CATEX, environmental special studies, etc.
7. Preliminary design of improvements.
8. Review FAA design guidelines and incorporate into documents.
9. Preliminary drainage study.
10. Identify potential construction impacts to airport operations.
11. Generation of a preliminary construction cost estimate.
12. Gain input and approval to proceed with the next phase.

TASK 2

DESIGN PHASE SERVICES

1. Prepare a Construction Safety and Phasing Plan (CSPP).
2. Design review at agreed-upon milestones of completion, usually 50%, 90%, and 100%.
3. Prepare final plans, specifications and "bid-ready" contract documents.
4. Prepare an Engineer's Design Report.
5. Prepare final itemized cost estimates.
6. Submit plans, specifications and Engineer's Report to owner, FAA, and Caltrans as appropriate. Provide assistance in obtaining agency approvals.
7. Coordination with FAA representative as needed.
8. Acquire utility approvals and permits.
9. Establish optimum construction window, considering weather, material availability, and financial (grant) constraints.
10. Return to user groups and decision-making boards and hearings with current information on environmental and airport operation impacts.

TASK 3

BIDDING PHASE SERVICES

1. Assist the owner in the bidding process.
2. Duplicate contract documents. Distribute to plan rooms and electronic bidding platforms.
3. Prepare and issue a Notice Inviting Sealed Bids. Notify public.
4. Schedule, chair, and take minutes at a Pre-Bid Job walk.
5. Answer contractor questions.
6. Issue addenda if necessary.
7. Receive, open, and review bids for adequacy and completeness. Make recommendation to staff and FAA for award of construction contract.

TASK 4

CONSTRUCTION PHASE SERVICES

1. Schedule, chair, and take minutes at the Pre-construction Conference.
2. Implement environmental mitigation measures and construction constraints.
3. Review contractor-provided schedule and QC materials for compliance with contract documents.
4. Coordinate and provide construction materials testing.
5. Provide construction inspection.
6. Prepare, complete, and submit weekly FAA Construction Progress Reports.
7. Maintain communication link between the contractor, airport staff, and airport users.
8. Provide contract administration services, i.e. submittal review and processing through the FAA. Prepare contractor pay requests and sponsor-completed, FAA reimbursement applications.

TASK 5

COMPLETION PHASE SERVICES

1. Schedule, chair, and take minutes at a Preliminary Final Inspection.
2. Prepare and distribute a Punch List of remaining contractor tasks and obligations.
3. Document satisfactory completion of all items.
4. Establish all final pay quantities.
5. Prepare final contract change order.
6. Provide documentation to owner regarding DBE final compensations.
7. Prepare as-built plans. Provide to owner and FAA in paper and electronic file formats (.pdf and .dwg).
8. Prepare a Final Engineer's report.
9. Assist owner with grant close-out procedures.

MEETING DEADLINES

Meeting deadlines and milestones are crucial. First and foremost, project schedules are built with a focus on successfully meeting deadlines. Working backwards from those constraints, Tartaglia Engineering works side by side with our program sponsors in establishing and accomplishing those shared scheduling goals.

Tartaglia Engineering prides itself on flexibility and adapting to ever-changing circumstances. When a client suddenly needed a massive earthwork project that included taxiway reconstruction and relocation, infield drainage improvements, lowering of numerous FAA and client-owned power and control systems and facilities, Tartaglia Engineering mustered up its staff and subcontractors to deliver a complete set of plans and bid documents within three months. This included performing preliminary site investigations such as topographic surveys and geotechnical explorations as well as conducting the 30-day public bidding process on behalf of our client.

Despite a quick and sudden turnaround, Tartaglia Engineering maintained its high standards of quality. The project was completed within 1.5% of the original contract amount. The initial construction contract amount was $7,602,600 and the final compensation to the contractor was $7,706,000. This included a $107,000 change order for storm drain modifications to accommodate unknown underground FAA electrical systems that could not be relocated.

When able, Tartaglia Engineering is eager to start work in advance of the contract if it will help ensure completion ahead of mutually agreed upon deadlines. We give it our all in both the office and the field.

COST CONTROL – ABILITY TO WORK WITHIN A BUDGET

Tartaglia Engineering has a keen eye for cost control and budget management. For the past seven years, Tartaglia Engineering has provided all preliminary engineering, engineering design, bidding, construction, and completion phase services within budget on over 25 AIP grant funded improvement projects. On one project at Monterey Airport, the firm successfully completed all services with $257,000 remaining in our contract. Our flexible approach and mindset during construction allowed the entire team to expand the night work window and shorten the overall construction duration, taking advantage of a temporary downturn in commercial service.

During this period, most of our projects had their final construction costs at or below contract amounts. Twenty percent of projects had final construction costs that were within 5% of contract amounts. Ten percent had final costs between 5% and 15% of initial contract amounts. Many of these overages can be attributed to changes and additions to the scope of work, either initiated by the owner or due to unknown or unanticipated conditions encountered during construction.

EXPERIENCE WITH FAA AIP PLANNING, DESIGN AND CONSTRUCTION

Tartaglia Engineering possesses a true knowledge of FAA standards, policies, procedures, and regulations that can only be acquired through years of successful airport engineering and construction management experience. While the firm maintains an up-to-date FAA reference library including Advisory Circulars, Orders, Notices, and policy and procedure documents, the firm has learned that what was standard yesterday can be outdated today. At the beginning of each new planning or design project, the firm re-visits applicable standards for updates including errata, to confirm planning and design direction.

Firm members have established relationships with local FAA program managers, engineers, planners, and environmental specialists, including the team that serves Mariposa – Yosemite Airport. Our reputation and working relationship with FAA personnel has contributed to the successful completion of many projects.

EXHIBIT B – CLIENT REFERENCES

TEHACHAPI MUNICIPAL AIRPORT

- Ashley Whitmore, Airport Manager
- 115 S Robinson Street
- Tehachapi, CA 93561
- (661) 822-2200 ext. 101
- awhitmore@tehachapicityhall.com

PASO ROBLES MUNICIPAL AIRPORT

- Mark Scandalis, Airport Manager
- 4912 Wing Way
- Paso Robles, CA 93446
- (805) 237-3877
- MScandalis@prcity.com

SANTA MARIA PUBLIC AIRPORT DISTRICT

- Martin Pehl, General Manager
- 3217 Terminal Drive
- Santa Maria, CA 93455
- (805) 922-1726
- mpehl@santamariaairport.com

INDIAN WELLS VALLEY AIRPORT DISTRICT

- Scott Seymour, General Manager
- PO Box 634
- Inyokern, CA 93527
- (760) 377-5844
- scott@inyokernairport.com

PORTERVILLE MUNICIPAL AIRPORT

- Andy Lebonte, Airport Manager
- 1893 s. Newcomb Street
- Porterville, CA 93257
- (559) 782-7540
- alabonte@ci.porterville.ca.us

EXHIBIT C – PERSONAL STATEMENT
COMMITMENT TO SERVE

As a Key Project Member, committed to serve Mariposa County at Mariposa - Yosemite Airport, I:

1. Have read both the Request for Qualifications and our Tartaglia Engineering response, and have an understanding of the scope of the project and the scope of our proposed services.

2. Will remain fully engaged in all responsibilities, from initial kick-off meeting to final inspection.

3. Will strive to provide the highest level of service and attention to detail commanded by each undertaking.

John A. Smith, P.E.	Jason T. Hargreaves, P.E. QSD
Jon H. Bratt, E.I.T	Brett J. Dolan, P.E.
Scott A. Kope, P.E.	Michael R. Arms, E.I.T
Noli J. Gamiao, E.I.T	Logan J. Green

SUMMARY

1. Tartaglia Engineering has a high interest in blossoming a professional service relationship with Mariposa County at Mariposa - Yosemite Airport.

2. Our team has performed numerous successful airfield projects similar in nature to what is identified on the Request for Qualifications.

3. The Firm is comprised of a highly talented, attentive, and motivated staff necessary to see anticipated projects through, from conception through completion.

4. Tartaglia Engineering is a unique firm that allows the opportunity to integrate as an extension of your staff, and offers flexibility in service and creativity in design and project packaging.

5. Our team has the requisite knowledge and experience necessary to accomplish not only all the anticipated engineering consulting service needs for the projects within the approval period at Mariposa - Yosemite Airport, but also to work closely to meet your unique needs and deliver exceptional results.

Thank you for your consideration.

P.O Box 476
Pismo Beach, CA 93448
Phone: (805) 466-5660
civilengineers@tartaglia-engineering.com

TARTAGLIA ENGINEERING

Exhibit B
COST PROPOSAL

TARTAGLIA ENGINEERING

P.O. Box 476, Pismo Beach, CA 93448

Phone: (805) 466-5660 • civilengineers@tartaglia-engineering.com

FEE SCHEDULE M1 - 2025

Position	Hourly Rate
Principal-In-Charge	$243.00
Licensed Land Surveyor	$185.00
Registered Civil Engineer	$205.00
Project Manager	$165.00
Engineer / Survey Technician III	$144.00
Engineer / Survey Technician II	$118.00
Engineer / Survey Technician I	$95.00
Clerical	$76.00
Professional Travel Time	$114.00
Inspector: Day, Straight Time	$168.00
Day, Overtime	$201.00
Night, Straight Time	$182.00
Night, Overtime	$231.00
(Minimum night shift = 4 hours)	
Survey Party: One Man	$250.00
Two Man	$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	$0.70 per mile
Per diem	$224.00 per man-day
Reproduction, postage, express mail shipping, advertising	At Cost
Sub-consultant services	At Cost
Supplies including monuments and construction staking material	At Cost
Permit, plan check, and agency inspection fees	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Accident and Indemnity Insurance Co.	22357
INSURER C : Employers Preferred Insurance Company	10346
INSURER D : Underwriters at Lloyd's, London	
INSURER E :	
INSURER F :	

INSURED
John A Smith dba
Tartaglia Engineering
PO Box 476
Pismo Beach, CA 93448-0476

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Property GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	83 SBA BL3MV6	11/19/2024	11/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	83 UEC AH3157	11/19/2024	11/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	83 SBA BL3MV6	11/19/2024	11/19/2025	EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP A(	$ 4,000,000 $ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EIG 2757490 06	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Retro Dates $1m/$1m 11/19/85 $1m/$2m 7/13/1($2m/$2m 11/19/16 $3m/$3m 11/19/18		Y	24AE149917960	11/19/2024	11/19/2025	$3,000,000 per claim $3,000,000 aggregate	Ded: $10,000 claim $30,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc 1: 480 Front St, Grover Beach, CA 93433 Loc 3: 7360 El Camino Real, Atascadero, CA 93422 Loc 5: 3117-A Liberator St, Santa Maria, CA 93455

Mariposa County Public Works is, when required by written contract, written agreement, or permit, afforded General Liability Additional Insured coverage form SL 30 32 06 21 and Waiver of Subrogation form SL 00 00 10 18 and is primary and noncontributory when required by written contract, written agreement or permit. AUTO Additional Insured and waiver of subrogation form HA 99 16 12 21. WC waiver of subrogation form WC 04 03 06.

Project Type: Any and All Projects of all work performed for Certificate Holder as applicable per the terms of the policy for Mariposa County (CA) Public Works

CERTIFICATE HOLDER

Mariposa County Public Works
PO Box 784
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT FOR A&E ON-CALL AIRPORT DESIGN & PLANNING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Tartaglia Engineering, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2030, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contractors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and Contractor.

C. The Contractor's staff shall be listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractors without notification to prior approval by the County.

D. The Contractors may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, Location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

3. COMPENSATION

A. The total amount payable by the County for all the Task Orders combined shall not exceed a cumulative maximum total value of Five Hundred Thousand Dollars ($500,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under this On-Call Engineering Agreement through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under this Agreement, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Tartaglia Engineering
PO Box 476
Pismo Beach, CA 93448

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	John A. Smith, Principal Tartaglia Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

Exhibit A
SCOPE OF WORK

TARTAGLIA ENGINEERING

STATEMENT OF QUALIFICATIONS FOR:

ON-CALL AIRPORT PLANNING & DESIGN SERVICES

MARIPOSA COUNTY

MARIPOSA - YOSEMITE AIRPORT

DECEMBER, 2024

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EXHIBIT A – QUALIFICATIONS AND EXPERIENCE

EXECUTIVE SUMMARY

With over 42 years of experience in airport engineering, design, construction management and inspection, Tartaglia Engineering is ever ready to provide airport engineering services to Mariposa County for upcoming projects at Mariposa-Yosemite Airport. Many of the projects in our schedule of successfully completed ventures include undertakings of similar size and scope to those anticipated in the contract period of 5 years.

Team members are selected for their attention to detail, quality of work, experience, and ability to serve. Tartaglia Engineering is pleased to team with BSK Associates for geotechnical and materials testing purposes.

Tartaglia Engineering has a reputation for establishing forward momentum at the start of all projects and professional relationships and keeping that energy through the duration of each venture. The team is experienced in the delivery of successfully completed projects within established budgets and time frames. In addition, team members are knowledgeable in Value Engineering and life-cycle costs which allows maintenance funds to be concentrated on the most effective rehabilitation strategies. Finally, the team knows its way around an airport. Staff are experienced in phasing airfield operations and construction work, on-airport radio communications, on-airport driving procedures, and perimeter security protocols. Our Construction Safety and Phasing Plans reflect the firsthand experience and safety culture that we instill in all our construction activities.

Together with our subconsultant BSK Associates, we look forward to the opportunity of providing our Aviation Consulting and Aviation Engineering Services to Mariposa County.

FIRM BACKGROUND

Tartaglia Engineering has significant experience in airport planning, engineering, and consulting. In the past 42 years, while focused on FAA Airport Improvement Program (AIP) projects, the firm has designed over $180 million worth of airport improvements. We have provided engineering, design, surveying, construction management, construction inspection, facilities analysis, and master plan support services for 30 municipal and private airport and airfield clients.

Bob Tartaglia and Glen Hughes established their own consulting engineering and surveying firm in 1982 as Tartaglia-Hughes Consulting Engineers. The success of the firm was immediate. Throughout the 1980's and 1990's, they expanded their expertise and list of valued airport clientele, while remaining a focused, small, responsive firm. Client satisfaction was reflected in the firm's repeat clientele.

In December of 1996, Bob lost his business partner Glen Hughes. After a short pause, Bob, with the same drive for service and with the same dedicated staff, reorganized as Tartaglia Engineering. John A. Smith was brought into the firm in 2001, bringing with him 13 years of aviation consulting experience.

Today the active project list reflects a range of airport engineering projects for county, city, special district, and private airports. Recently completed projects include Northside General Aviation Apron Construction at Monterey Regional Airport, Pavement and Gate Improvements at Porterville Airport, Hangar G10 design and construction at Santa Ynez Airport, Rehabilitate Parallel and Connecting Taxiways at Santa Maria Airport, Airfield Electrical Upgrades including back-up power generator at Paso Robles Airport, Taxiway B Extension at Marina Airport, Midfield Improvements at Santa Ynez Airport, and Rehabilitation and Relocation of the South Side Parallel Taxiway at Tehachapi Airport.

In addition to airfield design and construction work, team members are currently preparing and updating Pavement Maintenance Management Plans (PMMP) and Airport Layout Plans in accordance with the FAA's new requirements. Lastly, the firm is preparing multiple conceptual development plans for aircraft storage hangars, commercial developments, and FBO's at several airports. The firm's staff consists of registered civil engineers and licensed land surveyors, along with a technical support staff that includes construction inspectors, LEED-accredited designers, and clerical staff. Members remain current in civil design, airfield design, and construction management practices through attendance at seminars and continuing education programs. In addition, inspectors and environmental technicians remain current through ongoing training programs provided by various institutions and agencies.

FIRM CAPABILITIES

Tartaglia Engineering offers complete airport consultant services and has demonstrated experience in all phases of airport engineering, from planning through design and construction management and contract administration. Specifically, the firm has expertise in the following areas:

PLANNING
- Airport Layout Plans (ALP)
- Airport industrial parks
- Construction safety and phasing plans (CSPP's)
- Hangar complex development plans

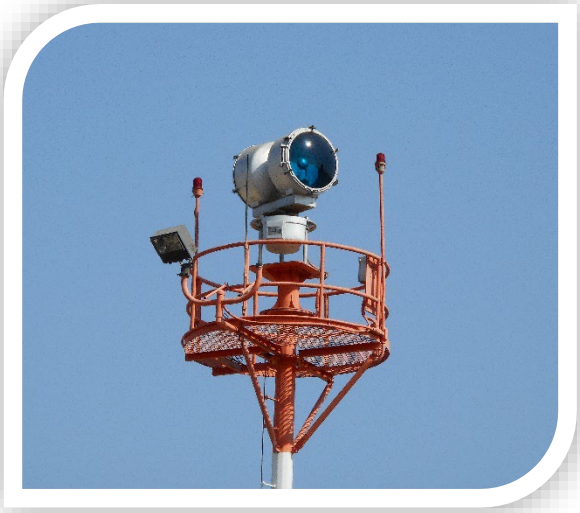
DESIGN
- Topographic survey
- Construction Improvement Plans
- Value engineering and life-cycle cost analysis
- Contract documents and specifications
- Final cost estimates
- Bidding assistance
- Construction Safety Phasing Plans

ENVIRONMENTAL
- Environmental evaluations
- Categorical exclusions
- Storm Water Pollution Prevention Plans (SWPPP)
- Construction site environmental monitoring
- Construction environmental compliance
- Post-Construction Stormwater Management Plans

GRANT MANAGEMENT
- Coordination with funding agencies
- Capital improvement programs
- Grant application preparation
- Reimbursement requests

CONSTRUCTION ADMINISTRATION
- Inspection services
- Construction staking
- Contract administration
- Submitted review
- Payroll review and payroll interviews
- Prevailing wage compliance
- Construction change management

ADDITIONAL SERVICES
- Pavement Maintenance Management Plans (PMMP's)
- Aerial topography / photography
- Lease site legal descriptions and surveying
- Master drainage plans and studies

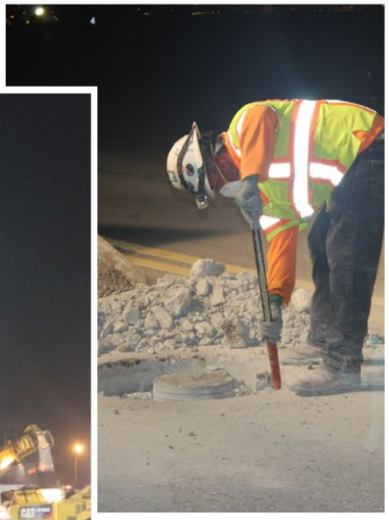


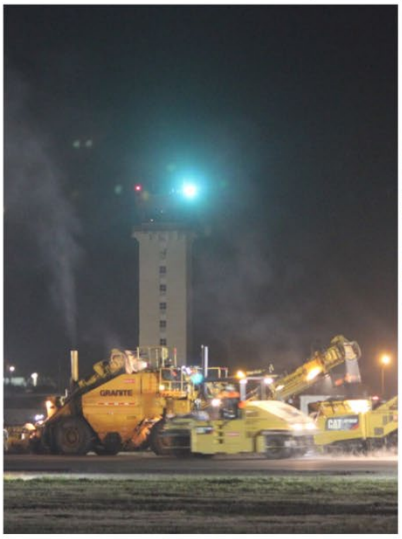
Tartaglia Engineering is adept in assisting airport project sponsors in evaluating airfield conditions and establishing priorities for improvements. Through our close contact with funding agencies, we are effective in securing funding for eligible airport improvement items. Our 42 years of experience provide critical insight to grant sponsors, regarding when it is appropriate to pass on project funding and, even more importantly, when it is the right time to seek more.

COMPARABLE PROJECTS – PROPOSER EXPERIENCE

REHABILITATE RUNWAY 7-25, SANTA BARBARA AIRPORT

Runway 7-25, the main runway at Santa Barbara, was experiencing significant block cracking. The facility had not received an overlay in over 10 years, representing time period when the size, weight, and frequency of commercial aircraft serving Santa Barbara continued to grow. An investigation during the design phase revealed a de-lamination zone between two layers of asphalt pavement within the structural section. The rehabilitation plan was expanded remove the delamination through a grind and remove effort, followed by a two-lift overlay. Once complete, the runway received new markings and a grooved surface. Project challenges focused on performing all runway rehabilitation work between 11:00 pm & 5:00 am, with full use of the Runway every day.





Project Details

Project owner:	City of Santa Barbara
Owner contact:	Leif Reynolds, Project Engineer (805) 680-7976 (cell)
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$7,131,785.00
Bid:	$7,748,991.00
Final Cost:	$8,378,489.00*
Status:	Completed

*includes $629,498.68 in owner-initiated change orders

RECONSTRUCT RUNWAY 2-20, INYOKERN AIRPORT

Runway 2-20, one of three runways at Inyokern Airport, was experiencing severe cracking due in part by seismic activity stemming from the nearby city of Ridgecrest. The 6,275' long, 75'wide runway was beyond rehabilitation efforts and needed a complete reconstruction.

In order to mitigate possible issues with increased oil prices, the team design the runway with 2 structural sections, one with an Asphalt section and one with a Portland Cement Concrete section. Contractors had the option to bid either design, with a life cycle factor multiplying factor applied to the PCC option. The low bid was the asphalt section but both options were competitive.

With unpredictable and significant winds, the project was done completed in 6 distinct phases; keeping a minimum of 3 runways open for operations at any given time throughout the duration.

Project Details

Project owner:	Indian Wells Valley Airport District
Owner contact:	Scott Seymour, General Manager (760) 377-5844
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$12,092,100.00
Bid:	$9,316,350.00
Final Cost:	$9,390,899.93
Status:	Completed

REMOVE AND REPLACE AWOS SANTA YNEZ VALLEY AIRPORT

The AWOS at Santa Ynez Airport had been failing for some time, rendering the unit unreliable. Tartaglia Engineering moved quickly to complete a Cat-Ex and a Benefit-Cost Analysis for replacement of the unit, followed by plans and contract documents for public bidding and construction. Commissioning of the new unit culminated a rather short, successful construction period that included removal and full replacement of all equipment, sensors, foundation, vegetative protection slab, and computer control unit.

Project Details

- Project owner: Santa Ynez Valley Airport Authority / Santa Barbara
- Owner contact: John Green, Assistant Director Capital Projects (805)896-2236
- Specific involvement: Lead consultant: Grant application, design, bidding, construction management, inspection, testing, commission
- Estimated cost: $210,000.00
- Bid: $274,815.00
- Final Cost: $278,324.00
- Status: Completed & Commissioned

RUNWAY 30 APPROACH OBSTRUCTION REMOVAL SANTA MARIA AIRPORT

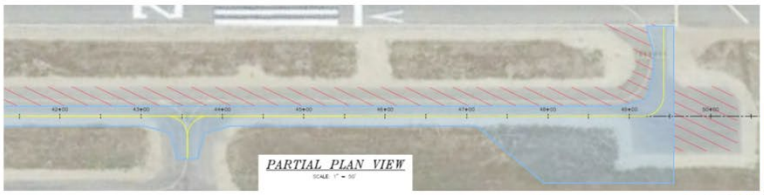
Like many undeveloped areas around the central coast, Santa Maria Airport holds several very large stands of eucalyptus trees, portions of which gradually encroached into the RPZ for Runway 30.

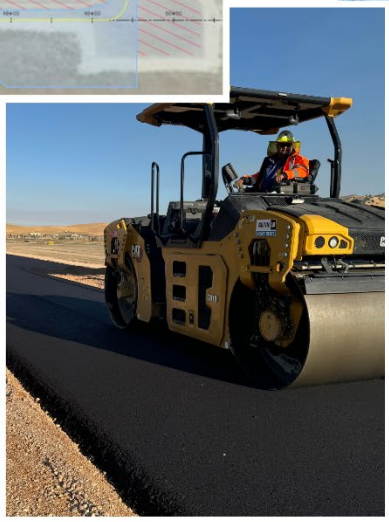
Based on an obstruction survey performed by the firm, Tartaglia Engineering prepared contract documents for public bidding and performed construction contract management including RPR and nesting bird assessment services for this obstruction removal effort.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Chris Hastert (former District Manager) (805)216-9025
- Specific involvement: Obstruction survey, encroachment permit (Caltrans), bidding / contract documents, contract management, nesting bird survey, inspection.
- Estimated cost: $180,000.00
- Bid: $295,000.00
- Final Cost: $295,000.00
- Status: Complete

REHABILITATE AND RELOCATE PARALLEL AND CONNECTING TAXIWAYS, TEHACHAPI MUNICIPAL AIRPORT





Taxiway Alpha, the full-length parallel taxiway to Runway 11-29, is experiencing localized pavement failures and sits 28 feet too close to the runway per FAA standards. In addition, with no infield drainage improvements, all connecting taxiways serve as summer crossings. Lastly, the structural integrity of this taxiway and all connecting taxiways is such that reconstruction is the only viable alternative in solving these problems. After completing the EA, Tartaglia Engineering was tasked with design and construction management for a complete reconstruction and relocation of this facility.

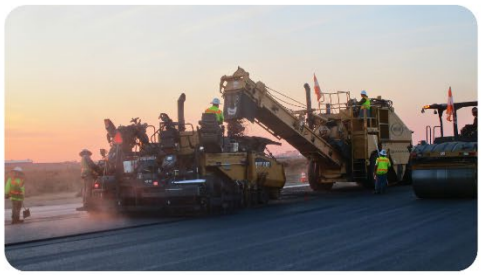
The project involves relocating and reassigning the parallel and connecting taxiways to comply with FAA standards, as well as grading and drainage improvements, new markings, edge lights, and internally lighted guidance signs to go along with it.

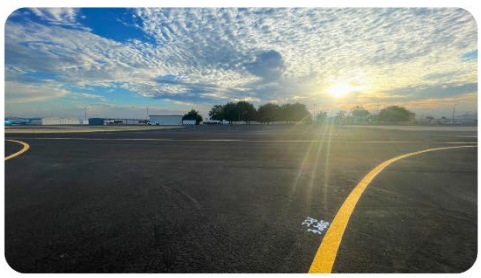
Project Details

Project owner:	City of Tehachapi
Owner contact:	Ashley Whitmore, Airport Manager (661)822-2200, ext. 101
Specific involvement:	Lead consultant: Grant application, design, permitting, inspection
Estimated cost:	$6,400,650.00
Bid:	$5,847,365.00
Final Cost:	TBD
Status:	Ph. 2 Construction in progress

REHABILITATE PARALLEL AND CONNECTING TAXIWAYS PORTERVILLE MUNICIPAL AIRPORT

Porterville Airport now possesses two newly aligned and fully reconstructed connecting taxiways as well as fresh coats of slurry seal & pavement markings over the remaining portion of it's taxiway system. Tartaglia Engineering facilitated in this project from start to finish, leaving the airport with two new lighted closure crosses, furnished at the start of the construction phase and relinquished to the airport upon completion.





Project Details

- Project owner: Porterville Municipal Airport
- Owner contact: Richard Tree, Airport Manager (559) 791-7800
- Specific involvement: Lead consultant: Grant application, design, permitting, inspection
- Estimated cost: $4,168,925.00
- Bid: $4,675,270.00
- Final Cost: TBD
- Status: Anticipated Completion December 2024

TERMINAL APRON RECONSTRUCTION PHASE 1 & 2, SANTA MARIA AIRPORT

The 300,000 square foot terminal airport had since very little maintenance since a slurry seal in 1998. Ever- increasing size of aircraft, drawn the airport since the 2011 runway extension, created integrity issues with the apron. A multi-year, multi-grant terminal apron reconstruction effort was initiated in 2015, replacing the former asphalt section with a portland cement concrete structure. The first portion was bid as a base bid, multiple additive alternates. The second project picked up where the first one left off. Two public bids, successfully secured by the same contractor.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Martin Pehl, General Manager (805) 922-1726
- Specific involvement: Lead consultant: Grant application, design, permitting, inspection
- Estimated cost: *$6,840,000.00
- Bid: *$6,370,556.00
- Final Cost: *$6,321,300.00
- Status: Completed

*pricing reflects aggregate of both projects

TARTAGLIA ENGINEERING

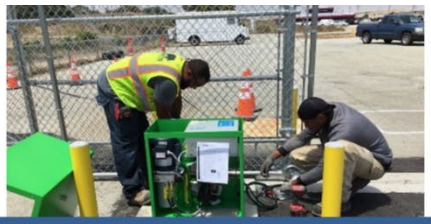
CLASS 5 ARFF VEHICLE PROCUREMENT
SANTA MARIA PUBLIC AIRPORT

In addition to upgrades to improve the emergency response of the existing Aircraft Rescue and Firefighting (ARFF) station on Santa Maria Public Airport, Tartaglia Engineering assisted the Airport District in the bidding and procurement of a fully furnished Class 5 tandem rear axle ARFF truck with a 3,000 gallon water tank and a 420 gallon foam tank.

Project Details

- Project owner: Santa Maria Public Airport District
- Owner contact: Martin Pehl, General Manager (805) 922-1726
- Specific involvement: Lead consultant: Grant application & procurement
- Estimated cost: $900,000.00
- Bid: $990,611.00
- Final Cost: $1,043,696.00*
- Status: Complete

*reflects additional District-funded change from Class 4 to Class 5



PERIMETER FENCE AND ACCESS IMPROVEMENTS
MARINA MUNICIPAL AIRPORT

As the former Ft. Ord Airfield within a much larger secured space, Marina Airport was lacking in perimeter security. An initial project initiated immediately with conversion to public use after base closing, included three-foot high perimeter fence and gates. Fast forward to post 9/11 and Marina was in need of a proper secured perimeter. The project included removal and replacement of 4500 feet of perimeter fence, installation of 10 automatic vehicle access gates, two controlled pedestrian access gates, and several manual gates, along with an airport-wide badge-based, access control system with video surveillance.

Project Details

- Project owner: City of Marina
- Owner contact: Jeff Crechriou (former Airport Operations Manager) – (831) 915-7166
- Specific involvement: Grant management, topographic survey, plans and specifications, bidding assistance, contract management, tenant communications, active RPR services.
- Estimated cost: $779,000.00
- Bid: $978,824.00
- Final Cost: $953,823.00
- Status: Complete

KEY PERSONNEL ASSIGNED

JOHN A. SMITH, P.E.

- Project Manager, Primary Point of Contact
- Grant Program Management
- Presentations to Boards & Councils

JASON T. HARGREAVES, P.E., LEED AP

- Construction Management
- Project Scheduling & Progress Reports
- Cost / Benefit Analysis

BRETT J. DOLAN, P.E.

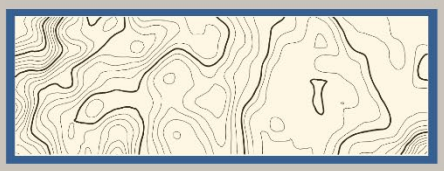
- Resident Project Representative/ Civil Inspector
- Project Estimates
- Specifications

JON H. BRATT, E.I.T.

- Land Surveying
- Mapping
- Legal Descriptions

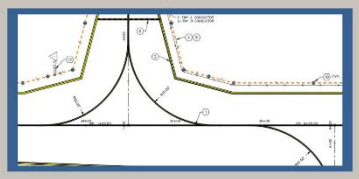
SCOTT A. KOPE, P.E.

- Grading Design
- Surface Drainage
- Stormwater Systems / Management



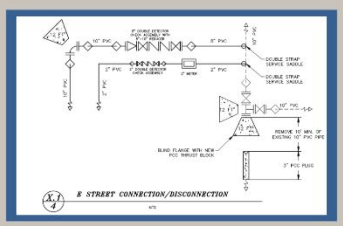
MICHAEL R. ARMS, E.I.T.

- Civil Design
- Airfield Lighting Layout
- Airfield Marking Layout



NOLI J. GAMIAO, E.I.T.

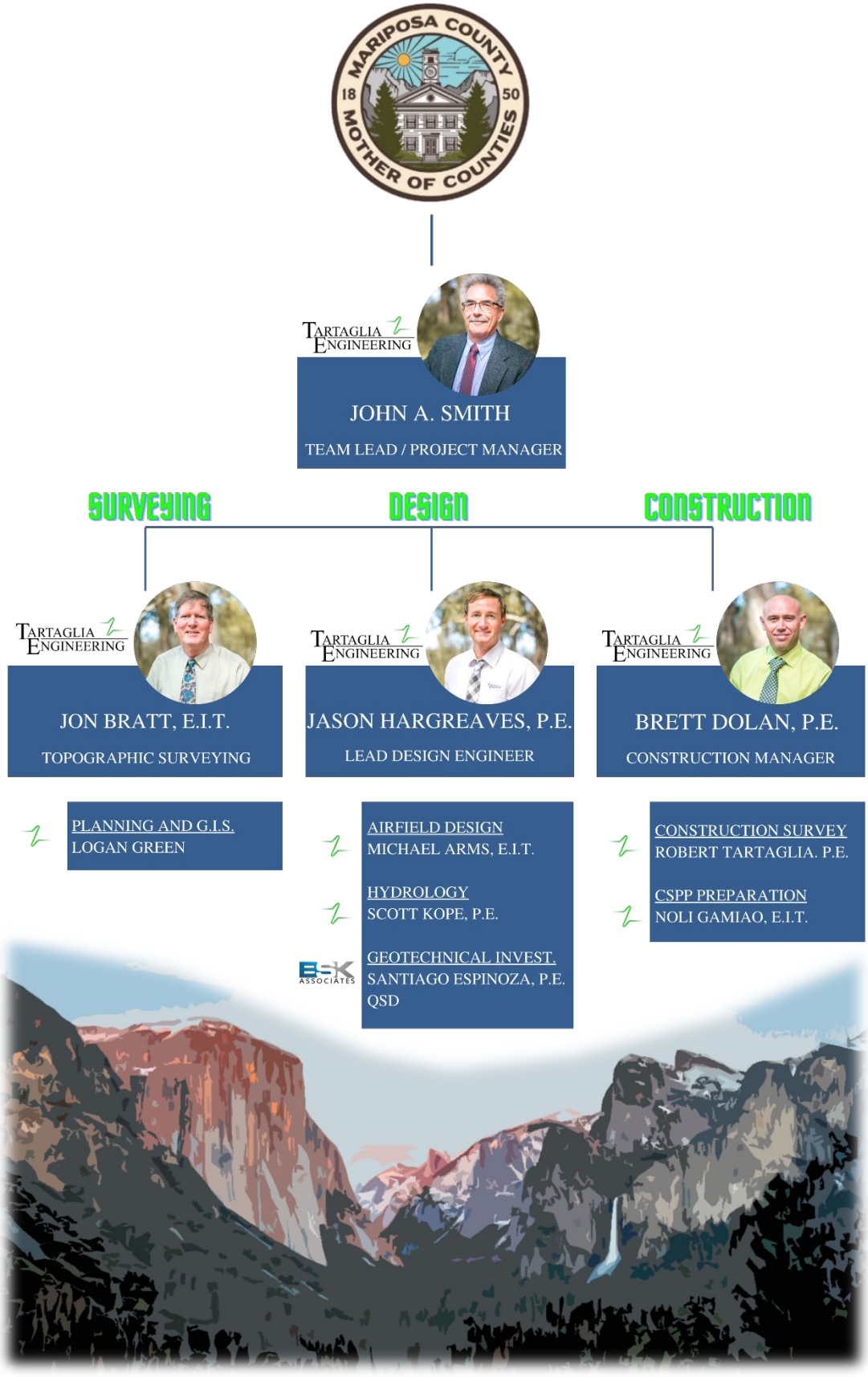
- Construction Safety and Phasing Plans
- Water Pollution Control Drawings
- Construction Details



LOGAN J. GREEN

- Planning & GIS
- Guidance Sign Layout
- 3D modeling / Rendering of Concepts

TEAM ORGANIZATION



RESUMES OF KEY PERSONNEL

Work Experience

Mr. Smith has 30 years of airport and general civil design, construction inspection, construction management, and program management experience in positions with a variety of undertakings. Engagements have been with public and private entities, agencies, corporations, and individuals. Mr. Smith is effective at securing and managing FAA and Caltrans grants for the betterment of airport clients. He has a proven track record of working through challenging design and political constraints, seeking positive and acceptable compromise with forward motion.

Recent Relevant Projects:

Reconstruct Runway 2-20, 2021
Inyokern Airport
After years of pavement overlays and slurry seals, the block cracking and differential settlement experienced throughout all the airfield pavement at Inyokern Airport has become unacceptable. Starting with Runway 2-20, the District's capital program addresses the poor conditions of all three runways and the taxiway network over the next 10 years. The reconstruction effort was designed and packaged for bidding and construction with both an asphalt and a concrete alternative, with final determination for low bid based on a Life-Cycle Cost factor determined by the firm. Several bids were received representing both alternatives, and the award of contract was for the asphalt pavement solution. Construction of the 75 feet wide by 6,275-foot-long improvement is underway in a five-phase program, with project completion scheduled for November, 2021. Construction cost = $9.3 mil.

Rehabilitate Parallel and Connecting Taxiways, Including Geometry Upgrades, 2023
Porterville Municipal Airport
The taxiway network at Porterville Airport received a slurry seal and new markings in 2004. A significant increase in aviation activity, particularly with the air-attack operations of both USFS and Cal-Fire, has led to the need for additional improvements to the taxiways. The proposed project, currently under design, includes removal and reconstruction of three connecting taxiways to bring these into compliance with new geometry standards, permanent closure of the fourth, and a slurry seal and new markings for the parallel taxiway, along with infield grading and upgrades to airfield lighting circuits. As Project Manager, Mr. Smith is tasked with leading the design effort, establishing the phased approach to construction, proceeding through the public bidding process, and serving as manager during the upcoming construction effort. construction is anticipated in the June - December period.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA

EDUCATION

B.S., Civil Engineering, 1987
California State Polytechnic University
San Luis Obispo

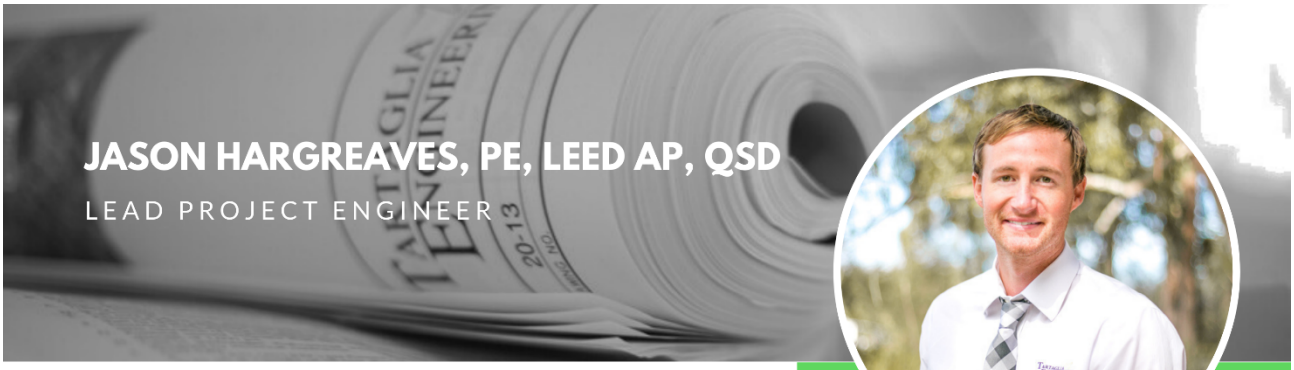
A.A., Business Management, 1985
El Camino College, Torrance

MEMBERSHIPS / AFFILIATIONS

Association of California Airports (ACA)
Nevada Airports Association (NvAA)
American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
American Public Works Association (APWA)
Past President, Central Coast Chapter

CONTACT

(805) 466-5660 (O)
(805) 391-3665 (C)
John@tartaglia-engineering.com



JASON HARGREAVES, PE, LEED AP, QSD

LEAD PROJECT ENGINEER

Work Experience

Mr. Hargreaves has experience with a broad range of general civil engineering design projects and a wide variety of airport planning, design, and construction assignments. Airport engineering has been a passion of Jason's career and is talented at applying FAA Advisory Circular design and construction standards throughout the design and procurement process. With the extended knowledge of AutoCAD Civil 3D, Mr. Hargreaves produces clear and precise construction drawings in an accelerated timetable. Jason is often tasked with various airport planning efforts required by the FAA capital improvement program such as the preparation of airport layout plans and airport pavement management programs.

With considerable emphasis on pavement in his Civil Engineering Master's program at the University of Washington, Mr. Hargreaves has the understanding and skills to analyze the integrity and life expectancy of existing airfield pavement, develop a pavement management program to support the capital improvement program project schedule, and design pavement structural sections. He excels in many computer-aided engineering design programs, including ones provided by the FAA, that are revolutionizing modern day engineering. Mr. Hargreaves is the Lead Design/Project Engineer at Tartaglia Engineering responsible for producing engineering documents for a considerable mixture of clients and airport improvement projects.

Recent Relevant Projects:

Terminal Apron Reconstruction, 2018
Santa Maria Public Airport

The combination of larger aircraft and aged – failing structural section, prompted the Airport District to address the apron through a rehabilitation effort. The rehabilitation work addressed approximately 225,000 square feet of apron included removal of failed asphalt pavement, and constructing the terminal apron with portland cement concrete. Jason was responsible for all aspects of the design, including preparation of plans and specifications. The construction phase was completed in a flawless fashion, in large part due to the improvement plans.

Rehabilitate and Relocate Parallel and Connecting Taxiways, Construction Scheduled for 2023
Tehachapi Airport

The project focuses on removal of the existing south-side parallel and connecting taxiways, and reconstruction of these improvements in a standard location and configuration: the parallel taxiway is to be shifted 28 feet further away from the runway, and connecting taxiways shall be reconfigured to comply with recently adopted airfield geometry standards. Mr. Hargreaves is responsible for leading the design team with preparation of the construction documents.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA, NV, WA

LEED Accredited Professional, Building Design & Construction

Qualified SWPPP Developer

EDUCATION

M.B.A, 2021
Grantham University

M.S., Civil Engineering, 2014
University of Washington

B.S., Civil Engineering, 2011
University of Nevada Las Vegas

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

Association of California Airports

CONTACT

(805) 466-5660
Jason@tartaglia-engineering.com

BRETT DOLAN, PE

CONSTRUCTION MANAGER

Work Experience

Mr. Dolan has 16 years of general civil design, construction inspection, construction management, and program management experience in positions for a variety of undertakings. Engagements have been with public and private entities, agencies, corporations, and individuals. Mr. Dolan has more than 10 years of experience working on airfield projects including underground utilities, drainage, safety grading, taxiway and runway extensions and rehabilitations, navigational aid construction and relocation, airfield electrical, and lighting control systems. He has a proven track record of working through challenging construction conditions to assure the owner complete satisfaction with the project.

Mr. Dolan has been tasked specifically with inspection and management of airfield construction and improvement projects since joining Tartaglia Engineering in 2010. Mr. Dolan provides construction management and inspection for airport improvement projects. Mr. Dolan is well versed in the development and preparation of PMMP (Pavement Maintenance and Management Program) documents for airports.

Recent Relevant Projects:

Rehabilitate Runway 7-25, 2018
Santa Barbara Airport

Santa Barbara Airport's main Runway was experiencing significant block cracking, requiring removal of the top several inches of asphalt surface through a grind effort followed by a two-lift overlay. During construction, the Runway needed to be open and operational after each shift, and all runway rehabilitation work occurred between 11:00 pm & 5:00 am. Mr. Dolan served as the full-time resident engineer, as well as assisting with construction administration. His duties included checking surface gradients, pavement marking standards, and electrical components towards the end of each shift, and relaying the information to the control tower before the Runway was open for service each morning.

Taxiway B Extension, 2020
Marina Municipal Airport

At the pre-construction condition, the airport's main parallel taxiway, Taxiway B, connected to Runway 11-29 about 500 feet west of the east end, or threshold. In this configuration, aircraft that desire to make use of the entire runway must back-taxi the 500 feet, perform a 180-degree rotation on the runway, and then prepare for take-off. The project extended the parallel taxiway 500 feet to the threshold, and the scope of the project included earthwork and subgrade preparation, construction of a structural section consisting of aggregate base and hot-mix asphalt pavement, pavement markings, shoulder and safety area grading, and modifications to the edge lighting and guidance signage system. Mr. Dolan oversaw field coordination, inspection, and contract change management.

TARTAGLIA ENGINEERING

PROFESSIONAL CREDENTIALS

Licensed Professional Engineer; CA, AZ

EDUCATION

B.S., Civil Engineering, 2004
California State University
Chico Campus

MEMBERSHIPS / AFFILIATIONS

American Society of Civil Engineers

Association of California Airports

CONTACT

(805) 466-5660 (O)
(805) 636-6743 (C)
Brett@tartaglia-engineering.com

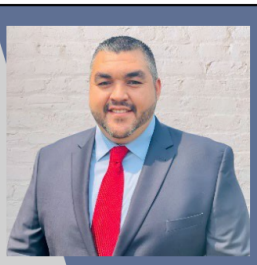
Santiago Espinoza, PE – Construction Services Group Manager

sespinoza@bskassociates.com

Mr. Espinoza is a licensed Civil Engineer in the State of California ***with over 16 years of experience*** in the geotechnical, material testing and special inspection industry over seeing geotechnical investigations, laboratory testing, special inspections, laboratory quality assurance, managing testing technicians and inspectors, and managing geotechnical, construction material testing and inspection projects for schools, hospitals, residential, commercial, transportation and water district projects. Mr. Espinoza has performed and managed geotechnical engineering and construction materials testing and inspection projects for various municipalities in Central and Southern California.

RELEVANT PROJECT EXPERIENCE:

- City of Tehachapi Airport Relocate and Rehabilitate Taxiway A, Tehachapi, CA
- City of Bakersfield Taxiway G Extension, Bakersfield, CA
- City of Bakersfield Meadows Field Airport 12L-30R Rehabilitation, Bakersfield, CA
- City of Porterville Airport Rehab Parallel and Connecting Taxiways, Porterville, CA
- City of Tehachapi Airport Drainage Improvements, Tehachapi, CA
- City of Inyokern Airport Taxiway Rehabilitation, Inyokern, CA
- City of Shafter-Minter Airport Taxiway C-J Rehabilitation, Shafter, CA
- City of Tehachapi Airport Relocate and Rehab Taxiway A, Tehachapi, CA
- Naval Base Airport 32L Lights and Pavement, Lemoore, CA
- City of Mojave Airport Inland Port, Mojave, CA
- City of Bakersfield Centennial Corridor Mainline, Bakersfield, CA
- City of Bakersfield Freeway Connector, Bakersfield, CA
- City of Bakersfield Kern River Bridge Improvements, Bakersfield, CA
- City of Bakersfield Beltway Operational Improvements, Bakersfield, CA
- City of Bakersfield Kern River Bridge Improvements, Bakersfield, CA
- City of Bakersfield Mohawk Street Extension, Bakersfield, CA
- City of Bakersfield Westside Parkway Mohawk Street to Allen Road, Bakersfield, CA
- City of Bakersfield Fairfax Avenue Overcrossing at SR 178, Bakersfield, CA
- City of Arvin Franklin Street Rehabilitation, Arvin, CA
- City of Ridgecrest Tamarisk Avenue Improvements, Ridgecrest, CA
- City of California City Hacienda Boulevard Rehabilitation, California City, CA
- California High Speed Rail Construction Package 4 Project, Wasco, CA
- City of Porterville Henderson Avenue Reconstruction Project, Porterville, CA
- City of Porterville Main Street Rehabilitation Project, Porterville, CA
- City of Porterville Villa Street Reconstruction Project, Porterville, CA
- City of Porterville Newcomb Street Improvements, Porterville, CA
- City of Porterville Lime Street Reconstruction Project, Porterville CA
- City of Porterville New Well Site Improvement Project, Porterville, CA
- City of Porterville, East Porterville Water Line Improvements, Porterville, CA
- City of Porterville Maintenance Yard Improvements Project, Porterville, CA
- City of Visalia Hurley Avenue Rehabilitation Project, Visalia, CA
- City of Visalia Avenue 280 Widening, Visalia, CA
- City of Visalia Modoc Ditch Realignment Project, Visalia, CA
- City of Tulare B Street Improvements, Tulare, CA
- City of Exeter, Rocky Hill Bike Lane Improvements, Exeter, CA
- City of Lindsay Hermosa Street Roundabout Project, Lindsay, CA
- City of Farmersville, Farmersville Boulevard Rehabilitation Project, Farmersville, CA
- City of Farmerville Park Improvements, Farmersville, CA
- City of Delano High Street and Jefferson Street Pavement, Delano, CA
- City of Delano Well 41 Improvement, Delano, CA
- City of Delano Glenwood Sewer Improvements, Delano, CA
- City of Delano Princeton Water Main Replacement, Delano, CA
- Semitropic Water Storage District, Leonard System Extension, Shafter, CA



Qualifications

Registrations / Certificates:

Registered Civil Engineer California 83299
Nuclear Gauge Certified
ICC Soils
ICC Reinforced Concrete
Special Inspector 8160129
ACI Field Technician
ACI Lab Technician Level 1
ACI Agg Technician Level 1
ACI Concrete Strength Technician 1203939
RSO Certified
OSHA Hazmat Certified
Hazwoper Certified

Education:

B.S., Civil Engineering, California Polytechnic State University, SLO, California, 2009

Experience:

BSK Associates, Construction Services Group Manager-August 2021 to Current

Consolidated Testing Laboratories, Engineering Manager -October 2015 to August 2021

Krazan & Associates, Project Engineer-January 2014 to October 2015

Krazan & Associates, Staff Engineer-December 2009 to January 2014

Corporate Summary

BSK ASSOCIATES

BSK provides consulting engineering and testing for clients with projects ranging in size from small to complex, in both natural and built environments.

Celebrating 50 years, BSK is employee-owned, and has grown to a staff of nearly 200 with offices, laboratories, and sample drop-off locations throughout California and the West Coast (Livermore, Sacramento, Fresno, Visalia, Bakersfield, San Bernardino and Vancouver WA)

SERVICES:

- Civil and geotechnical engineering
- Hydrogeology services
- Geospatial services
- Environmental engineering
- Construction observation and materials testing
- Ecological/Biological consulting
- CEQA and NEPA consulting
- Engineering geology
- Brownfields consulting
- Land reuse and redevelopment planning
- Water resources management
- Analytical chemistry

MARKETS SERVED

Transportation	Energy	Water	Commercial/Retail
Agriculture	Wineries	Healthcare	Higher Education
Telecommunications	Government	Aggregate/Mining	Industrial
Redevelopment	Brownfields	Land Use Planning	K-12

OUR COMPANY VALUES

Service – We believe in meeting our commitments to our clients and our colleagues, and achieving quality in performance, communication, comportment and project deliverables.

Professionalism – We believe in acting in the best interest of our client and the company with complete honesty and respect. We value competency in the performance of our services and integrity in our opinions and advice.

Employee Development – We value professional development and personal achievement through coaching, mentoring, and a balance between a challenging and rewarding work environment and quality of life with family and friends.

Personal Accountability – We value personal commitment to execution, follow-through and ownership of every task and process.

Teamwork – We value collaborative effort consisting of individual participation, open communication, mutual respect and shared success.

Safety – We believe in living safely daily. We make conscious decisions about safety, are actively seeking to be safe and understand the impact of injuries on ourselves, our peers and our families.

www.bskassociates.com

Service Overview

ANALYTICAL LABORATORIES

BSK analytical laboratories is a full-service, California Department of Health Services-certified laboratory offering a wide range of organic and inorganic analyses for wastewater, drinking water, soil, hazardous materials. We are certified under both the California Environmental Laboratory Accreditation Program (ELAP) and California NELAP programs. We are also certified in the states of Nevada, New Mexico, Washington and Oregon and are one of the few firms in the United States approved by the EPA to perform all methods required by the UCMRI, UCMRII, and UCMRIII programs.

ENVIRONMENTAL ENGINEERING, ECOLOGICAL SERVICES, WATER RESOURCES

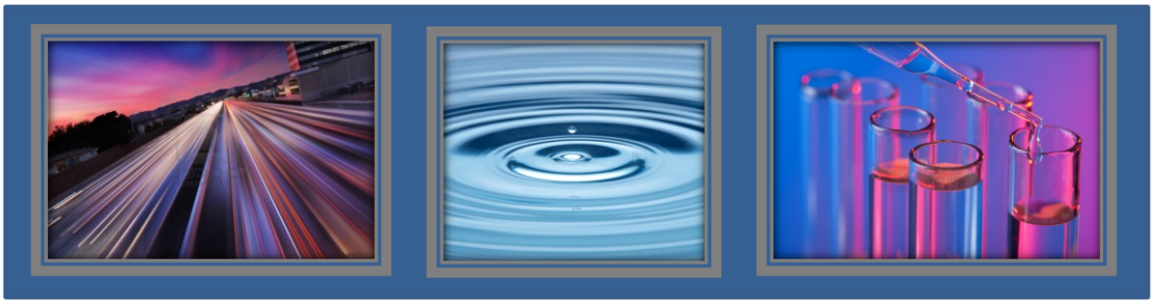
BSK environmental consulting services range from due diligence Phase I & II, biological & ecological studies, CEQA/NEPA support, Brownfields, feasibility studies, and water supply assessments at site selection, to assessment, remediation, waste characterization, and treatment design. We routinely provide environmental site investigations, groundwater monitoring and remediation, site closure planning and implementation, risk assessments, reclamation programs, natural resource planning and auditing for regulatory compliance.

GEOTECHNICAL ENGINEERING, ENGINEERING GEOLOGY

BSK has provided geotechnical services for more than 50 years and offers in-depth knowledge and experience relative to earth pressures and their impacts on foundations, pavements, retaining walls, pipelines, and structures. Our geotechnical capabilities include feasibility studies, site evaluations, soil stabilization studies, construction engineering, foundation designs, rippability and grading recommendations, excavation and dewatering consulting, seismic hazards investigations and earthwork observations during construction.

MATERIALS TESTING AND CONSTRUCTION OBSERVATION

BSK construction services group provides quality assurance/quality control observation, monitoring and testing of construction materials in accordance with International Code Council (ICC) and California Building Code (CBC) Section 1704A.1.1. We are knowledgeable of construction materials including aggregates, asphalt, reinforced steel, structural steel, concrete, masonry, fireproofing, and are familiar with construction processes and methods. Our project experience has ranged in complexity and size, and throughout California.



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SURVEY TEAM & GEORGE PROGRAM

IN-HOUSE SURVEY TEAM

- Quick topographic survey for projects as needed
- Experienced with airfield survey and safety requirements
- Ability to work out of contract to meet project design needs or as opportunity presents itself
- Familiar with and adept in completing FAA required AGIS survey

GEORGE PROGRAM

- All-new survey technology developed by Tartaglia Engineering Team
- Designed for airfield topographic survey and large pieces of pavement
- Safer than traditional airfield topo - reduces exposure time of surveyor
- Considerably quicker than manual topo - saves precious time on runways and other valuable pieces of pavement
- An example of how Tartaglia Engineering is constantly exploring new technology to improve our airports and their operations while reducing the impact of critical maintenance measures

PROJECT SCHEDULING

Tartaglia Engineering typically schedules airport work according to the following schedule:

SCHEDULE:

- FAA meet and greet - review ACIP: — September - October, based on FAA.
- Submit ACIP: — November
- Submit place-holder application: — November
- Submit Construction Safety & Phasing Plan: — 90-days before public bidding
- Submit contract documents & report: — December - January
- Out to bid: — January - March
- Submit revised application 'based on bids': — March - June
- Construction: — June - October start, based on receipt of grant
- Submit Cat-Ex: — July - September

The Tartaglia team is sensitive to project schedules, particularly when grant funding is involved. The firm achieves deadlines and project milestones, assuring on-time performance through all phases of airport development. Sponsors can expect the following grant services from Tartaglia Engineering:

GRANT MANAGEMENT:

- Preparation and submission of a 'place-holder' application based on an engineer's estimate.
- Submission of the revised grant application 'based on bids'.
- Preparation of all staff reports and agenda item packages seeking approvals and authorities to apply for and accept grants from FAA and Caltrans, if appropriate, and for award of construction and professional services contracts.
- Prepare grant application for Caltrans match to FAA grants, if appropriate.
- Prepare FAA 271 draw documents with supporting back-up data.
- Prepare Quarterly 425 Financial Reports and Quarterly Performance Reports.
- Preparation of federal ACIP's and state CIP's, including detailed descriptions, cost estimates, and sketches for the first three projects, at a minimum.
- Uploading of the CIP to the Division of Aeronautics web site.
- Support to grant sponsors in establishing Delphi draw capabilities.

PROFESSIONAL RELATIONSHIPS WITH BOARDS, COUNCILS, COMMISSIONS, MUNICIPAL DEPARTMENTS, AND THE PUBLIC

Tartaglia Engineering recognizes the many interests that develop around airport maintenance and improvement projects. The team is accustomed to working with Boards, Commissions, Municipal Departments, and the Public on a regular basis.

- **Municipal Departments: City of Tulare Water Department:**
  A recent improvement project at Mefford Field focused on fire protection improvements at the airport. The project included a new municipal water well, distribution piping, fire hydrants, and a connection to the existing City distribution system. Tartaglia Engineering worked with the FAA and the City of Tulare's Water Department, to develop a creative cost-sharing arrangement that served all parties, and especially the airport.

- **Airport Commission and Tenants, Marina Airport:**
  The recently completed runway rehabilitation project was a success. However, it could have been devastating to the on-airport businesses. With the need to maintain operations and sell fuel, Tartaglia Engineering, at the encouragement of the City, temporarily relocated the runway to the parallel taxiway. The airport operated in this arrangement for over four months without incident. The Commission and all tenants were very appreciative of this solution.

- **Airport Commission and County, Santa Ynez Airport:**
  Tartaglia Engineering continues in its service to the Santa Ynez Airport through patience and multiple re-packaging of ACIPs, CIPs, CATEXs and preliminary designs. The Commission is fully aware of community issues and sentiment related to ongoing and possible future activities at the airport. While progress is slow, the effort to-date appears to be successful. The Commission and airport staff are pleased.

- **County Departments, San Luis Obispo Regional Airport:**
  In advance of the westerly extension to the runway at San Luis Obispo, Santa Fe Road, a county road, required relocation. Tartaglia Engineering worked with the Airport Department, General Services, and Public Works to facilitate the funding, design, approval, and construction of the relocation of Santa Fe Road. In addition to County Departments, the Tartaglia team worked with numerous utilities and agencies regarding environmentally sensitive areas, wetland delineation, and construction sequencing.

- **City Council, City of Marina:**
  Pleased to have an airport in their charge but recognizing that as a facility it is like no other within the City, Tartaglia Engineering has performed several presentations to council regarding methods and mechanisms for funding, agency submission requirements and deadlines, and future plans and possibilities for the airport.

EXPERIENCE WITH AIRPORT ENGINEERING

Tartaglia Engineering provides the following on multi-year, multi-project contractual relationships:

1. Airport capital improvement prioritization guidance and studies.
2. Preparation of ACIPs including detailed project descriptions, preliminary cost estimates, and sketches.
3. Staff reports.
4. Preliminary grant applications and revised grant applications based on bids.
5. Prepare or provide input to Owner-prepared FAA 271s and 425s.
6. Public outreach including presentations, workshops, preparation, and distribution of materials.

Project-specific services provided, may include, but not necessarily be limited to:

TASK 1

PRELIMINARY ENGINEERING PHASE SERVICES

1. Extensive project kick-off, project understanding, and goal-setting meeting.
2. Research and review of existing facilities and conditions.
3. In-depth site visit and photo documentation.
4. Topographic survey of project extents.
5. Perform geotechnical investigation and produce a geotechnical report.
6. Obtain environmental clearance: CATEX, environmental special studies, etc.
7. Preliminary design of improvements.
8. Review FAA design guidelines and incorporate into documents.
9. Preliminary drainage study.
10. Identify potential construction impacts to airport operations.
11. Generation of a preliminary construction cost estimate.
12. Gain input and approval to proceed with the next phase.

TASK 2

DESIGN PHASE SERVICES

1. Prepare a Construction Safety and Phasing Plan (CSPP).
2. Design review at agreed-upon milestones of completion, usually 50%, 90%, and 100%.
3. Prepare final plans, specifications and "bid-ready" contract documents.
4. Prepare an Engineer's Design Report.
5. Prepare final itemized cost estimates.
6. Submit plans, specifications and Engineer's Report to owner, FAA, and Caltrans as appropriate. Provide assistance in obtaining agency approvals.
7. Coordination with FAA representative as needed.
8. Acquire utility approvals and permits.
9. Establish optimum construction window, considering weather, material availability, and financial (grant) constraints.
10. Return to user groups and decision-making boards and hearings with current information on environmental and airport operation impacts.

TASK 3

BIDDING PHASE SERVICES

1. Assist the owner in the bidding process.
2. Duplicate contract documents. Distribute to plan rooms and electronic bidding platforms.
3. Prepare and issue a Notice Inviting Sealed Bids. Notify public.
4. Schedule, chair, and take minutes at a Pre-Bid Job walk.
5. Answer contractor questions.
6. Issue addenda if necessary.
7. Receive, open, and review bids for adequacy and completeness. Make recommendation to staff and FAA for award of construction contract.

TASK 4

CONSTRUCTION PHASE SERVICES

1. Schedule, chair, and take minutes at the Pre-construction Conference.
2. Implement environmental mitigation measures and construction constraints.
3. Review contractor-provided schedule and QC materials for compliance with contract documents.
4. Coordinate and provide construction materials testing.
5. Provide construction inspection.
6. Prepare, complete, and submit weekly FAA Construction Progress Reports.
7. Maintain communication link between the contractor, airport staff, and airport users.
8. Provide contract administration services, i.e. submittal review and processing through the FAA. Prepare contractor pay requests and sponsor-completed, FAA reimbursement applications.

TASK 5

COMPLETION PHASE SERVICES

1. Schedule, chair, and take minutes at a Preliminary Final Inspection.
2. Prepare and distribute a Punch List of remaining contractor tasks and obligations.
3. Document satisfactory completion of all items.
4. Establish all final pay quantities.
5. Prepare final contract change order.
6. Provide documentation to owner regarding DBE final compensations.
7. Prepare as-built plans. Provide to owner and FAA in paper and electronic file formats (.pdf and .dwg).
8. Prepare a Final Engineer's report.
9. Assist owner with grant close-out procedures.

MEETING DEADLINES

Meeting deadlines and milestones are crucial. First and foremost, project schedules are built with a focus on successfully meeting deadlines. Working backwards from those constraints, Tartaglia Engineering works side by side with our program sponsors in establishing and accomplishing those shared scheduling goals.

Tartaglia Engineering prides itself on flexibility and adapting to ever-changing circumstances. When a client suddenly needed a massive earthwork project that included taxiway reconstruction and relocation, infield drainage improvements, lowering of numerous FAA and client-owned power and control systems and facilities, Tartaglia Engineering mustered up its staff and subcontractors to deliver a complete set of plans and bid documents within three months. This included performing preliminary site investigations such as topographic surveys and geotechnical explorations as well as conducting the 30-day public bidding process on behalf of our client.

Despite a quick and sudden turnaround, Tartaglia Engineering maintained its high standards of quality. The project was completed within 1.5% of the original contract amount. The initial construction contract amount was $7,602,600 and the final compensation to the contractor was $7,706,000. This included a $107,000 change order for storm drain modifications to accommodate unknown underground FAA electrical systems that could not be relocated.

When able, Tartaglia Engineering is eager to start work in advance of the contract if it will help ensure completion ahead of mutually agreed upon deadlines. We give it our all in both the office and the field.

COST CONTROL – ABILITY TO WORK WITHIN A BUDGET

Tartaglia Engineering has a keen eye for cost control and budget management. For the past seven years, Tartaglia Engineering has provided all preliminary engineering, engineering design, bidding, construction, and completion phase services within budget on over 25 AIP grant funded improvement projects. On one project at Monterey Airport, the firm successfully completed all services with $257,000 remaining in our contract. Our flexible approach and mindset during construction allowed the entire team to expand the night work window and shorten the overall construction duration, taking advantage of a temporary downturn in commercial service.

During this period, most of our projects had their final construction costs at or below contract amounts. Twenty percent of projects had final construction costs that were within 5% of contract amounts. Ten percent had final costs between 5% and 15% of initial contract amounts. Many of these overages can be attributed to changes and additions to the scope of work, either initiated by the owner or due to unknown or unanticipated conditions encountered during construction.

EXPERIENCE WITH FAA AIP PLANNING, DESIGN AND CONSTRUCTION

Tartaglia Engineering possesses a true knowledge of FAA standards, policies, procedures, and regulations that can only be acquired through years of successful airport engineering and construction management experience. While the firm maintains an up-to-date FAA reference library including Advisory Circulars, Orders, Notices, and policy and procedure documents, the firm has learned that what was standard yesterday can be outdated today. At the beginning of each new planning or design project, the firm re-visits applicable standards for updates including errata, to confirm planning and design direction.

Firm members have established relationships with local FAA program managers, engineers, planners, and environmental specialists, including the team that serves Mariposa – Yosemite Airport. Our reputation and working relationship with FAA personnel has contributed to the successful completion of many projects.

EXHIBIT B – CLIENT REFERENCES

TEHACHAPI MUNICIPAL AIRPORT

- Ashley Whitmore, Airport Manager
- 115 S Robinson Street
- Tehachapi, CA 93561
- (661) 822-2200 ext. 101
- awhitmore@tehachapicityhall.com

PASO ROBLES MUNICIPAL AIRPORT

- Mark Scandalis, Airport Manager
- 4912 Wing Way
- Paso Robles, CA 93446
- (805) 237-3877
- MScandalis@prcity.com

SANTA MARIA PUBLIC AIRPORT DISTRICT

- Martin Pehl, General Manager
- 3217 Terminal Drive
- Santa Maria, CA 93455
- (805) 922-1726
- mpehl@santamariaairport.com

INDIAN WELLS VALLEY AIRPORT DISTRICT

- Scott Seymour, General Manager
- PO Box 634
- Inyokern, CA 93527
- (760) 377-5844
- scott@inyokernairport.com

PORTERVILLE MUNICIPAL AIRPORT

- Andy Lebonte, Airport Manager
- 1893 s. Newcomb Street
- Porterville, CA 93257
- (559) 782-7540
- alabonte@ci.porterville.ca.us

EXHIBIT C – PERSONAL STATEMENT
COMMITMENT TO SERVE

As a Key Project Member, committed to serve Mariposa County at Mariposa - Yosemite Airport, I:

1. Have read both the Request for Qualifications and our Tartaglia Engineering response, and have an understanding of the scope of the project and the scope of our proposed services.

2. Will remain fully engaged in all responsibilities, from initial kick-off meeting to final inspection.

3. Will strive to provide the highest level of service and attention to detail commanded by each undertaking.

John A. Smith, P.E.	Jason T. Hargreaves, P.E. QSD
Jon H. Bratt, E.I.T	Brett J. Dolan, P.E.
Scott A. Kope, P.E.	Michael R. Arms, E.I.T
Noli J. Gamiao, E.I.T	Logan J. Green

SUMMARY

1. Tartaglia Engineering has a high interest in blossoming a professional service relationship with Mariposa County at Mariposa - Yosemite Airport.

2. Our team has performed numerous successful airfield projects similar in nature to what is identified on the Request for Qualifications.

3. The Firm is comprised of a highly talented, attentive, and motivated staff necessary to see anticipated projects through, from conception through completion.

4. Tartaglia Engineering is a unique firm that allows the opportunity to integrate as an extension of your staff, and offers flexibility in service and creativity in design and project packaging.

5. Our team has the requisite knowledge and experience necessary to accomplish not only all the anticipated engineering consulting service needs for the projects within the approval period at Mariposa - Yosemite Airport, but also to work closely to meet your unique needs and deliver exceptional results.

Thank you for your consideration.

P.O Box 476
Pismo Beach, CA 93448
Phone: (805) 466-5660
civilengineers@tartaglia-engineering.com

TARTAGLIA ENGINEERING

Exhibit B
COST PROPOSAL

TARTAGLIA ENGINEERING

P.O. Box 476, Pismo Beach, CA 93448

Phone: (805) 466-5660 • civilengineers@tartaglia-engineering.com

FEE SCHEDULE M1 - 2025

Position	Hourly Rate
Principal-In-Charge	$243.00
Licensed Land Surveyor	$185.00
Registered Civil Engineer	$205.00
Project Manager	$165.00
Engineer / Survey Technician III	$144.00
Engineer / Survey Technician II	$118.00
Engineer / Survey Technician I	$95.00
Clerical	$76.00
Professional Travel Time	$114.00
Inspector: Day, Straight Time	$168.00
Day, Overtime	$201.00
Night, Straight Time	$182.00
Night, Overtime	$231.00
(Minimum night shift = 4 hours)	
Survey Party: One Man	$250.00
Two Man	$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	$0.70 per mile
Per diem	$224.00 per man-day
Reproduction, postage, express mail shipping, advertising	At Cost
Sub-consultant services	At Cost
Supplies including monuments and construction staking material	At Cost
Permit, plan check, and agency inspection fees	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Accident and Indemnity Insurance Co.	22357
INSURER C : Employers Preferred Insurance Company	10346
INSURER D : Underwriters at Lloyd's, London	
INSURER E :	
INSURER F :	

INSURED
John A Smith dba
Tartaglia Engineering
PO Box 476
Pismo Beach, CA 93448-0476

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Property GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	83 SBA BL3MV6	11/19/2024	11/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	83 UEC AH3157	11/19/2024	11/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	83 SBA BL3MV6	11/19/2024	11/19/2025	EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP A(	$ 4,000,000 $ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EIG 2757490 06	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Retro Dates $1m/$1m 11/19/85 $1m/$2m 7/13/1($2m/$2m 11/19/16 $3m/$3m 11/19/18		Y	24AE149917960	11/19/2024	11/19/2025	$3,000,000 per claim $3,000,000 aggregate	Ded: $10,000 claim $30,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc 1: 480 Front St, Grover Beach, CA 93433 Loc 3: 7360 El Camino Real, Atascadero, CA 93422 Loc 5: 3117-A Liberator St, Santa Maria, CA 93455

Mariposa County Public Works is, when required by written contract, written agreement, or permit, afforded General Liability Additional Insured coverage form SL 30 32 06 21 and Waiver of Subrogation form SL 00 00 10 18 and is primary and noncontributory when required by written contract, written agreement or permit. AUTO Additional Insured and waiver of subrogation form HA 99 16 12 21. WC waiver of subrogation form WC 04 03 06.

Project Type: Any and All Projects of all work performed for Certificate Holder as applicable per the terms of the policy for Mariposa County (CA) Public Works

CERTIFICATE HOLDER

Mariposa County Public Works
PO Box 784
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-90

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept Donation of Labor to Mariposa County Public Works Parks and Recreation Division for Woodland Park Batting Cage Installation

---

RECOMMENDATION AND JUSTIFICATION

Accept Donation of Labor to Mariposa County Public Works Parks and Recreation Division for Woodland Park Batting Cage Installation.

Mariposa County Little League has submitted a proposal to Mariposa County Parks & Recreation to install a batting cage at Woodland Park Ball Field. Sierra Masonry and Ranch Fence have generously offered their labor services to complete the installation. While the field currently lacks a batting cage, the existing concrete from previous cages will be repurposed for the project.

This upgrade will enhance the experience for all ballplayers and strengthen community engagement by improving facilities for local events and tournaments. Additionally, Mariposa County Little League has committed to maintaining the batting cage and removing the netting during the winter months if needed.

Accepting this donation will expand and enhance the county's recreational facilities while utilizing licensed contractor labor at no cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Woodland Park Ball Field previously had a batting cage, however it has been 10+ years without the batting cage being replaced. The board has previously approved similar donations for other divisions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the donation of labor would result in not installing the batting cages.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Little League- Woodland Field Proposal**
2. **Ranch Fence COI - batting cages**
3. **Sierra Masonry COI 1**

4. **JPrestonWaiver_Redacted**
5. **KLobaughWaiver_Redacted**
6. **RKuhnelWaiver_Redacted**
7. **Sierra Masonry MRodman Volunteer form_Redacted**
8. **Sierra Masonry SHarper volunteer form_Redacted**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Mariposa Public Works,

I hope this letter finds you well. I am writing on behalf of Mariposa Little League to discuss potential upgrades and improvements to our playing fields. As a vital part of our community, we strive to provide a safe and enjoyable environment for our young athletes.

Our current facilities are in need of enhancements to better serve our players and families. We would like to propose the following upgrades:

1. **Brick and clay home plate and the mound**: By installing bricks and clay in the batter's box and the mound, we will ensure player safety and proper playing surfaces.

   Price: Bricks - $25 per bundle of 8. We need 8 bundles at $200. Clay - $60 per bag. We need 8 bags at $480. Total - $680. The labor will be donated by Sierra Masonry and Foothill Hydroseeding.

2. **Bullpen**: By adding a bullpen down the left field line out of play area, we will ensure player safety by having a proper place for pitchers and catchers to warm up before and during the game and also at practice. This would only consist of a small mound and plate.

   Price: Mound - $150., Plate - $100. Bricks and clay are included in the above quote. Total - $250. The labor will be donated by Sierra Masonry.

3. **Batting cage netting and structure**: By setting up the batting cages we can offer our players a must have facility to practice hitting. We can stagger practices and utilize the batting cages daily.

   Price: Net - $1,099 x 2, Poles - $300 x 3. Total - $3,098. The labor will be donated by Sierra Masonry and Ranch Fence.

4. **Grass infield**: By installing infield grass on the infield, we can offer our players the baseball experience they deserve. A grass infield will provide players true ground ball hops and prevent injuries.

   Price - 3,500 sq ft of hydroseed material: 10 bags of hydromulch, 2 50lb bags of seed, 1 25 lb. bag of fertilizer for a total materials cost of $500. (labor donated by Foothill Hydroseeding); 200 linear feet of ¾ PVC pipe: sticks at $10 per - $100. Elbows and couplers: $50.; 6 Sprinklers: $50; additional costs for sprinkler installation and dirt prep pending. Total - $700.

These upgrades would not only improve the experience for our players but also foster greater community engagement through better facilities for local events and tournaments including hosting All Star events.

We would greatly appreciate your support in this matter and would be happy to discuss this proposal further at your convenience. Thank you for considering our request, and for your ongoing support of youth sports in our community.

Sincerely,

Mason Rodman

Mason Rodman
Mariposa County Little League President
1-831-905-7073

Proposed Batting Cage
Propessed Mound and Home Plate Improvments
Proposed Bullpen
Woodlan
County Pa

Mariposa County Little League

Plan to Maintain Upgrades

11/14/2024

1. Mound and home plate upgrades – Mariposa County Little League will maintain the mound and home plate upgrades. After the bricks are in place, the mound and batter's box is easily maintained with clay and existing dirt. MCLL will stock clay to routinely maintain both throughout the little league season.
2. Bullpen upgrade – Mariposa County Little League will maintain the bullpen area during any season of little league play.
3. Batting cage upgrade – Mariposa County Little League will maintain the new batting cages. Ranch Fence is going to donate and install steel poles for the netting structure. This will ensure safety year round. MCLL will take the netting down in the winter months if necessary.
4. Grass infield upgrade – Installation will be next September/October. After the grass and sprinklers are installed and connected to the existing line, we will ask Mariposa Public Works to maintain the grass and turn on sprinklers when necessary.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Sherry Yorks
PHONE (A/C, No, Ext): 209-386-5070 **FAX (A/C, No):** 209-384-0401
E-MAIL ADDRESS: sherry.yorks@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Premier Ins Co	16045
INSURER B : Travelers Ind Co Of CT	25682
INSURER C : Travelers Prop Cas Co of Amer	25674
INSURER D : StarStone Specialty Ins Co	44776
INSURER E :	
INSURER F :	

INSURED RANCH-6
Ranch Fence Inc.
5071 Cole Road
Mariposa CA 95338-9601

COVERAGES **CERTIFICATE NUMBER:** 1610269113 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CO9T779147	8/8/2024	8/8/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA9T77582A	8/8/2024	8/8/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP9T784089 8234609240ALI	8/8/2024 8/19/2024	8/8/2025 8/8/2025	EACH OCCURRENCE AGGREGATE 2nd Layer	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7600012796251	2/1/2025	2/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater			CO9T779147	8/8/2024	8/8/2025	$50,000/Limit	$1,000/Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Mariposa, its officers, officials, employees, and volunteers are included as additional insureds in respects to General and Auto Liability per written contract on a primary basis with waiver of subrogation. Workers Comp waiver of subrogation also applies.

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 905
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: GPI House	
Great Park Insurance Services, Inc. 10 Corporate Park Suite 130 Irvine CA 92606	PHONE (A/C, No, Ext): (949) 387-3242	FAX (A/C, No): (888) 370-4994
	E-MAIL ADDRESS: daniel@greatparkinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Robert Harper, DBA: Sierra Masonry 4110 Oak Grove Rd. Mariposa CA 95338	INSURER A: Scottsdale Insurance Co	41297
	INSURER B: Clear Spring Property and Casualty Company	15563
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24102304175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	RBS0258858	04/14/2024	04/14/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	CWC00901401	07/06/2024	07/06/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:

The County of Mariposa, its officials, employees and volunteers are included as Additional Insureds with respect to General and Auto Liability Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions and exclusions. Waiver of provisions, conditions and exclusions.

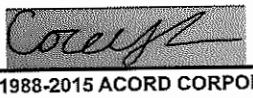
CERTIFICATE HOLDER

The County of Mariposa

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)

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If I am injured during the Event, I authorize any physician licensed in California to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I agree to allow my image to be used in published materials and web sites that promote the programs of the County of Mariposa. By including my email address below, I understand that the County of Mariposa may contact me about future events and other public education programs.

I HEREBY RELEASE AND HOLD HARMLESS THE COUNTY OF MARIPOSA AND ITS EMPLOYEES, AGENTS, OFFICIALS, OFFICERS OR REPRESENTATIVES ("RELEASED PARTIES") FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTIONS OF RISK.

Jerry Preston 2/20/25 [redacted]

Participant's Name Date

2/20/25 Mariposa CA 95338 [redacted]

Participant's Signature Date City, State, Zip Code

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Event. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all risks from such participation.

Parent/Guardian's Name Date Street Address Phone

Parent/Guardian's Signature Date City, State, Zip Code E-mail

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I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTIONS OF RISK.

Kevyn Lobaugh 2/20/25 [redacted]

Participant's Name Date

2/20/25 [redacted]

Participant's Signature Date

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Rob Kuhnel 2/20/25 [redacted]
Participant's Name Date

2/20/25 [redacted]
Participant's Signature Date

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Participant's Name	Date	Street Address	Phone
Mason Rodman	2/1/25	[redacted]	

Participant's Signature	Date	City, State, Zip Code	E-mail
	2/1/2	[redacted]	

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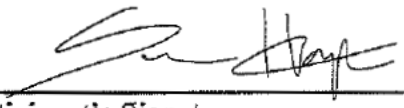
Sloan Harper 1/29/25
Participant's Name Date

[redacted]



1/29/25
Participant's Signature Date

[redacted]

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Parent/Guardian's Name Date Street Address Phone

Parent/Guardian's Signature Date City, State, Zip Code E-mail

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-91

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Waive the Encroachment Fee of $206; and Approve the Closure of 9th and 10th Streets between Bullion and Jones Streets for the Rotary Club of Mariposa Yosemite 19th Annual Art, Wine and Wheels on Saturday, May 24, 2025, from 11:00 AM to 5:00 PM Located on the Lawn of the Mariposa County Courthouse

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RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206; and Approve the Closure of 9th and 10th Streets between Bullion and Jones Streets for the Rotary Club of Mariposa Yosemite 19th Annual Art, Wine and Wheels on Saturday, May 24, 2025, from 11:00 AM to 5:00 PM Located on the Lawn of the Mariposa County Courthouse.

This annual fundraising event for the Mariposa Yosemite Rotary Club is well-received by the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has authorized the fee waiver in previous years. 2024's event was approved with Resolution 2024-069.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees could cause a hardship for the non-profit.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Art Wine & Wheels Encroachment Permit Application**
2. **Rotary Art Wine & Wheels Assemblage Permit**
3. **Rotary Art Wine & Wheels Letter**
4. **Rotary Art Wine & Wheels Flyers**
5. **Rotary Art Wine & Wheels Map**
6. **Rotary Art Wine & Wheels Insurance**
7. **2024-069**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: January 8, 2024 Building Permit #: _____

APPLICANT: Rotary Club of Mariposa Yosemite -- John McCamman

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 9th Street and 20th Stree, between Jones and Bullion AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT May 24, 2025
   ☐ OTHER (EXPLAIN BELOW)

   19th Annual Art, Wine & WHeels event on the Courthouse Lawn

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: 5088 Bullion Street, Mariposa CA (95338)

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: Rotary Club of Mariposa Yosemite

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: John McCamman

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: 5535 Randack Lane

Mariposa CA 95338

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: January 9, 2025

Scheduled Date of Event: May 24, 2025 Time: 11-5

Exact Location of Each Activity: Courthouse Lawn, 9th St. & 10th St.

Number Of People Attending, (Reasonable Estimate): 500

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

Wine tasting & Artists Booths, Food Court & Car Show

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? yes

If Yes, Please Give Details. For $20, entrants get A glass & 6 wine tastings. Beer will be sold on-site

Please List Mode, Extent, And Nature of Advertising: Social media, local press, posters & public service announcements.

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. Sarah Constable (Rotary President) 408 355-8526
2. John McCamman, eventchair; 209 742 6320
3.
4.
5.
6.

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: _____

Sanitation Facilities: 4 portapotties + 1 Library open

Police Protection: Hwy Patrol Booth; Sheriff Patrol in Courthouse

Zoning & Land Use: _____

Parking & Traffic Control: By Club

Emergency Medical Services: JC Fremont Booth w/ First responders

Insurance/Bond: Rodeo Insurance

ABC License number (If applicable): To Be OBTAINED

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓	yes see attachment.		01/29/2025
Health Dept.		✓	Yes See attached		2/5/25
Hospital		✓			2/5/25
Planning		✓	none		2/5/25
CHP		✓	None	—	1/16/2025
Sheriff		✓	NIL		2.11.25
Other: LIBRARY		✓	None		02/04/25

Any Agency listing disapproval, please cite reasons for disapproval: _____

_____

_____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: John McCammon

Address: 5535 Redbud Lane

Phone Number: 209 742 6320

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Health Department Conditions for Assemblage Permits

1) Applicant shall submit a plan to the Health Officer for providing First Aid and Emergency Medical Services at least 30 days prior to the event if applicant plans to provide these.

2) Any and all food must be provided by an approved/permitted vendor. Have all food vendors obtain a permit from the Health Department at least 10 days prior to the event.

3) If there are no permanent restroom facilities within 200 feet of the food vendors there must be at least 2 portable toilets equipped with hand washing stations located within 200 feet of all food vendors.

4) There must be adequate toilet facilities for all participants and visitors. 1 toilet per 50 people minimum. This may require the use of portable toilets.

5) The applicant shall provide an adequate number of solid waste and recycling bins so as to prevent littering. Solid waste and recycling bins shall be placed throughout the property including the parking areas. All solid waste shall be removed from the site within 1 week and properly disposed of at the county landfill.

6) All potable water shall be from a Health Department approved source. This may require the use of bottled water or source testing.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

January 16, 2025

File No.: 455.19562.A16737.Art,Wine&WheelsFestival

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Art, Wine & Wheels festival. This event is scheduled for May 24, 2025, from 11:00 am – 5:00 pm. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

For

C. Albanese, Lieutenant
Commander
Mariposa Area

MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY
FIRE DEPARTMENT

P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVE WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with CAL FIRE

Date: January 29, 2025

To: Rotary Club, Event Organization

From: Patience Good, Fire Inspector II

Re: "19th Annual Art, Wine, & Wheels Festival"
Mariposa County Court House Lawn
5088 Bullion Street,
Mariposa, Ca 95338

Dear Rotary Club,

Mariposa County Fire will approve the event above with the condition that all heat producing ana open flame devices be at least five feet from all structures, tents, and canopies.

Please direct any questions pertaining to the inspection of your property to Mariposa County Fire Department Prevention Bureau at fireprevention@mariposacounty.org.

Patience Good
Fire Inspector II
Mariposa County Fire Department
pgood@mariposacounty.org
Days: Tuesday-Friday
Hours: 0800-1700

"Putting our communities first, understanding they deserve nothing less!"

Rotary Club of Mariposa Yosemite 19th Annual Art, Wine & Wheels (Event May 24, 2025)

February 13, 2025

Mariposa County Board of Supervisors
County-sponsored event

SUBJECT: Rotary Club of Mariposa Yosemite Art, Wine & Wheels Event

The Rotary Club of Mariposa Yosemite is proud to sponsor the 19th Annual Art, Wine & Wheels event scheduled for Saturday, May 24, 2025 from 11 a.m. until 5 p.m. on the courthouse lawn. This event encroaches on 9th and 10th streets adjacent to the courthouse, and an encroachment permit has been applied for. This item requests the waiver of the encroachment permit fee and for the waiver of the County's duplicative insurance requirements. In addition, any Environmental Health fee is requested for waiver. Attached are a prior year layout plan, Rotary insurance certificate with the County named as additionally insured and encroachment permit application.

The Board of Supervisors has approved the use of the courthouse lawn and 9th and 10th streets adjacent to the courthouse in prior years and in 2022 determined that the Art, Wine & Wheels event would be a county-sponsored event, and waived insurance and permit fees at that time.

Proceeds of the event are used by the local Rotary Club to provide scholarships, grants and other awards for community activities, in support of the schools, and to provide funds for disaster relief. Any funds which would be paid to the County for permits or insurance would result in a decrease in funds available for these important community costs.

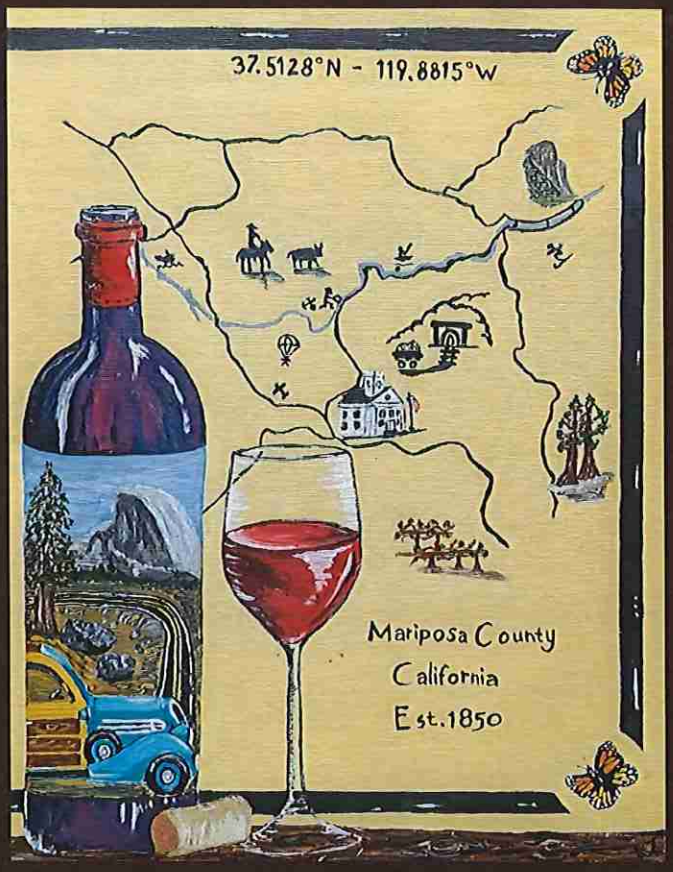
We look forward to working with the various county departments to organize and conduct this event. Environmental health and any other required permits will be processed as the event draws closer.

John McCamman
Co-Chair, Art, Wine & Wheels Committee
(209) 742-6320

SAVE THE DATE

19TH ANNUAL ART, WINE, & WHEELS FESTIVAL

SATURDAY, MAY 24TH, 2025
11 A.M. - 5 P.M.
MARIPOSA COUNTY
COURTHOUSE LAWN
5088 BULLION ST

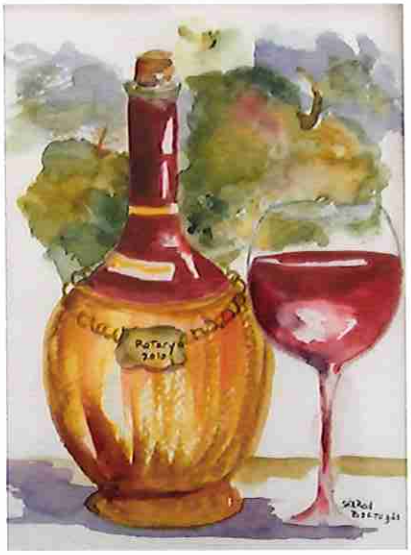


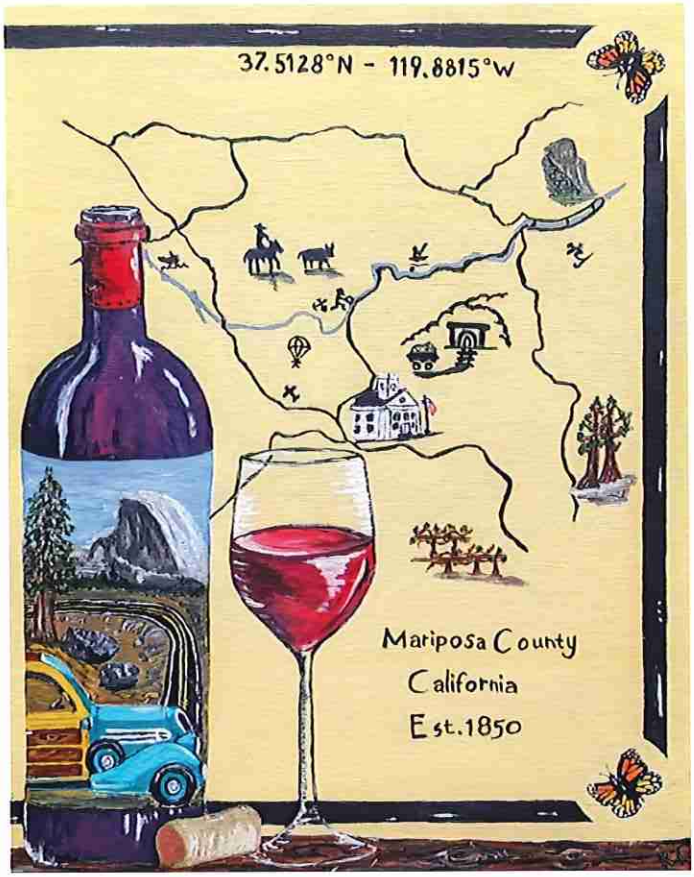
ROTARY CLUB
OF
MARIPOSA YOSEMITE

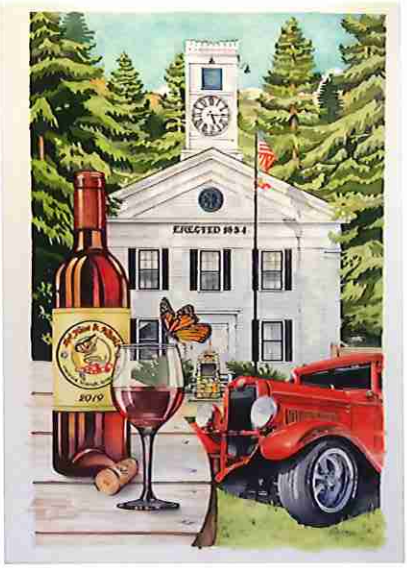
Rotary Club of Mariposa Yosemite
19th Annual Art, Wine & Wheels

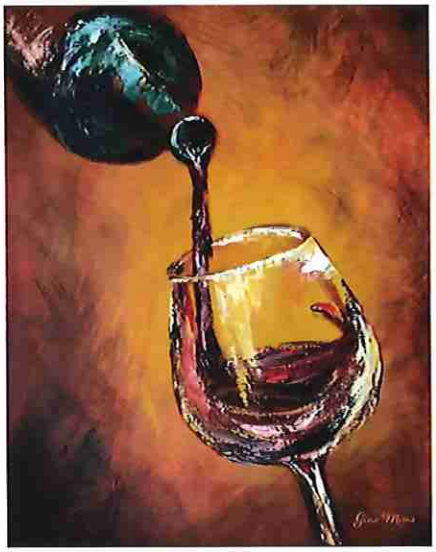
Courthouse Lawn
May 24th, 2025

Promotional Artwork Contest









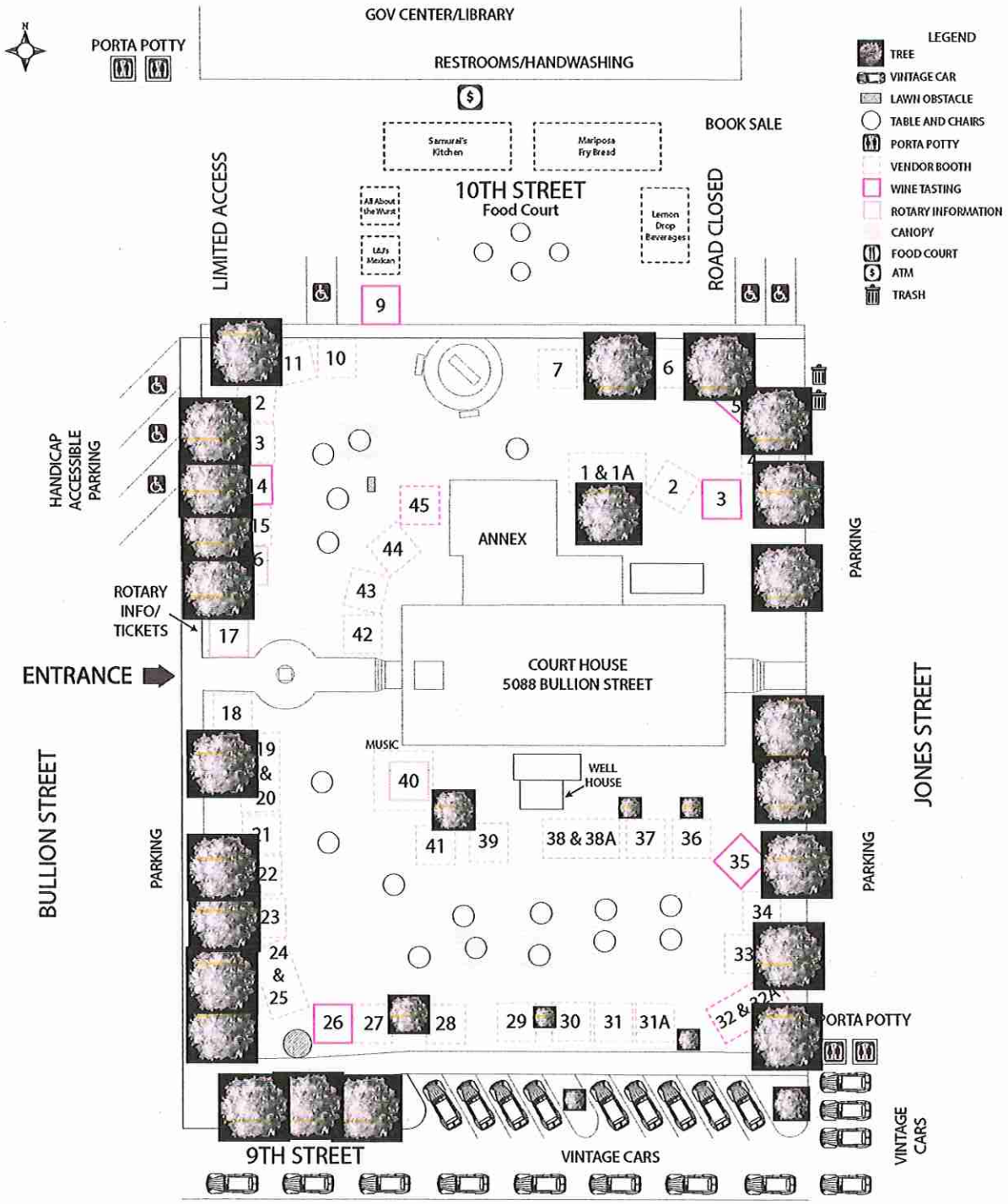
The Art, Wine & Wheels Committee is looking for original, non-generative artwork for the promotional materials for this year's festival. Present your creative ideas in a vertical format and submit them digitally. The committee will evaluate the submissions and notify the winner. Submit your artwork by Monday, March 17th, 2025 to:

ROTARY CLUB OF MARIPOSA YOSEMITE
ATTN: SUSAN ROBINSON
PO BOX 334
MARIPOSA, CA 95338

OR EMAIL TO:
SROBINSON@STI.NET

Welcome to Art, Wine & Wheels!

Brought to you by the Rotary Club of Mariposa Yosemite



VENDOR BOOTH LIST

Booth Number	Vendor
1-1A	Jensen Studios
2	Darren's Abstract Art
3	Wine Tasting
4	Ridgeline Gallery
5	Wine Tasting
6	The Beaded Artists
7	Enchanted Cielo
9	Wine Tasting
10	Leatherworks Unlimited
11	Emma Louise Constable
12	Mariposa Sierra Artists
13	Community Art
14	Wine Tasting
15	Sally Skogen Photography

Booth Number	Vendor
16	Rotary Booth
17	Rotary Ticket Sales
18	California Highway Patrol
19 - 20	Yosemite Sierra Artists
21	Gina Mims Art
22 - 23	Made In Mariposa
24 - 25	Photo Op
26	Wine Tasting
27	JJ Woodworks
28	Dry Creek Gallery
29	Wild Fire Ranch
30	Artsoujourneys
31	Santiago Palacio
31A	Hot Dogs by Lemon Drop

Booth Number	Vendor
32 - 32A	1850
33	Caleb Noble
34	John C. Fremont
35	Wine Tasting
36	Jack's Toybox
37	Elizabeth Matheson
38 - 38A	Bootjack Clay Shack
39	Two Trees Tie Die
40	Music
41	Beadalicious Ladies
42	Rosalie Thurston - Featured Artist
43	Penny Otwell Paintings
44	Italian Creek Designs
45	Sierra Cider

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2025

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 Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Macy Gorrell / Sara Humphries PHONE (A/C, No, Ext): 419-259-2710 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS: Rotary@hylant.com
Insured All Active US Rotary Clubs & Districts Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Westchester Surplus Lines Insurance Company 10172 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Mariposa County
Mariposa County Court
Mariposa Yosemite Club 589/District 5220
Art, Wine, and Wheels--May 24,2025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-69

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm.

This is an annual fundraising event for the Mariposa Yosemite Rotary Club.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported this event for many years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee could cause a hardship for the club.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Ap 24**
2. **Letterto BOS24**
3. **Flyer24**
4. **Insurance24**
5. **Map24**
6. **Assemblage Permit24**
7. **Road Closure Map**
8. **Letter from CHP regarding the Art, Wine & Wheels Festival 2-9-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

RECEIVED
FEB 09 2024
BOARD OF SUPERVISORS

February 1, 2024

File No.: 455.15326.A16737.Art,Wine&WheelsFestival

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Art, Wine & Wheels festival. This event is scheduled for May 25, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-92

MEETING:	March 11, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Butterfly Parade on Saturday, May 3, 2025, from 10:00 AM to 11:30 AM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Butterfly Parade on Saturday, May 3, 2025, from 10:00 AM to 11:30 AM.

The Mariposa Chamber of Commerce sponsors and insures this event. The parade route will start on Coakley Circle and travel down Highway 140 through downtown Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has waived the fee in the past, Resolution 2024-140.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approved, could cause financial hardship for the sponsor.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Permit Butterfly Parade**
2. **Letter to County - Butterfly Parade**
3. **Butterfly Parade Assemblage Permit 2025**
4. **2025 Butterfly Parade Flyer**
5. **Butterfly Parade Detour Maps 2025**
6. **Chamber Liability for County - Butterfly Parade**
7. **Resolution 2024-140**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 1/23/2025 Building Permit #: _____

APPLICANT: Mariposa County Chamber of Commerce

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hwy 140, town of Mariposa [redacted] AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☐ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT_____
   ☑ OTHER (EXPLAIN BELOW)

   Chamber Butterfly Parade

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   See attached maps..

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: State of CA right of way, local road

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: Mariposa County Chamber of Commerce

PRINTED NAME OF APPLICANT: Jacob Hawley

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO Box 425, Mariposa, Ca 95338

MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 I P.O. Box 425 Mariposa, CA 95338 I 209.966.2456 I
www.mariposachamber.org

Dear Mariposa County,

The Mariposa County Chamber of Commerce is coordinating the annual Mariposa Butterfly Parade. This year the parade event is scheduled for Saturday, May 3, 2024 from 10am to 11:30am. Parade participants will check in and line up at Coakley Circle in preparation for the parade to begin. The parade will then continue onto Highway 140 and travel towards downtown.

This event is a very important aspect of Mariposa's culture, and we are excited to bring people together to foster that sense of unity and tradition.

The Mariposa Butterfly Parade attracts visitors from near and far which boosts our local economy. It is an opportunity to share our culture and the richness of Mariposa with others. It serves as a tourist attraction and increases our visibility for our community. This involvement fosters a sense of belonging and encourages civic engagement among residents as well.

The Mariposa Chamber is requesting that Mariposa County waive all fees for permits associated with the Butterfly Parade.

Sincerely,

Kari Kisela

Event Coordinator
Mariposa County Chamber of Commerce
kari@mariposachamber.org
(209) 347-2877

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 1-24-25

Scheduled Date of Event: May 3, 2025 Time: 10am - 11:30am

Exact Location of Each Activity: parade staging @ Coakley Circle
Parade route: Hwy 140 through town.

Number Of People Attending, (Reasonable Estimate): 500+

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

Chamber Butterfly Parade

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? N/A

If Yes, Please Give Details. N/A

Please List Mode, Extent, And Nature of Advertising: social media, radio, word of mouth, newspaper, websites, etc

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. Jacob Hawley 209-552-9124
2. Kari Kisela 209-347-2877
3.
4.
5.
6.

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: Mariposa Co. Fire

Sanitation Facilities: Public

Police Protection: Mariposa Co Sheriffs

Zoning & Land Use: Encroachment Permit

Parking & Traffic Control: CHP, Public Works, Volunteers

Emergency Medical Services: JCF Hospital, Mercy Ambulance

Insurance/Bond: Mariposa County Chamber of Commerce

ABC License number (If applicable): N/A

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓	none	N/A	01/28/2025
Health Dept.		✓	None for parade		1/29/25
Hospital		✓			1/29/2025
Planning	Steve Engfer	☑	N/A	☐	29/01/25
CHP		✓	none		1/31/25
Sheriff		✓	none		2/04/2025
Other:					

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: Mariposa Chamber of Commerce

Address: 5158 Hwy 140, Mariposa

Phone Number: 209-966-2456

* Kari@mariposachamber.org

Assembledge Permit - Butterfly Days

Final Audit Report 2025-01-29

Created:	2025-01-29
By:	Marcia Burton (mburton@mariposacounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzhOZ6SLTDzHfDq8CSV6uyB90f--AOW78

"Assembledge Permit - Butterfly Days" History

Document created by Marcia Burton (mburton@mariposacounty.org)
2025-01-29 - 7:09:12 PM GMT

Document emailed to Steve Engfer (sengfer@mariposacounty.org) for signature
2025-01-29 - 7:09:16 PM GMT

Email viewed by Steve Engfer (sengfer@mariposacounty.org)
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Document e-signed by Steve Engfer (sengfer@mariposacounty.org)
Signature Date: 2025-01-29 - 7:34:46 PM GMT - Time Source: server

Agreement completed.
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Adobe Acrobat Sign

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

January 30, 2025

File No.: 455.19562.A16737.Butterly Parade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Mariposa Butterfly Parade. This event is scheduled for May 3, 2025. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Lewis at (209) 966-3656.

Sincerely,

#1808 For

C. Albanese, Lieutenant
Commander
Mariposa Area

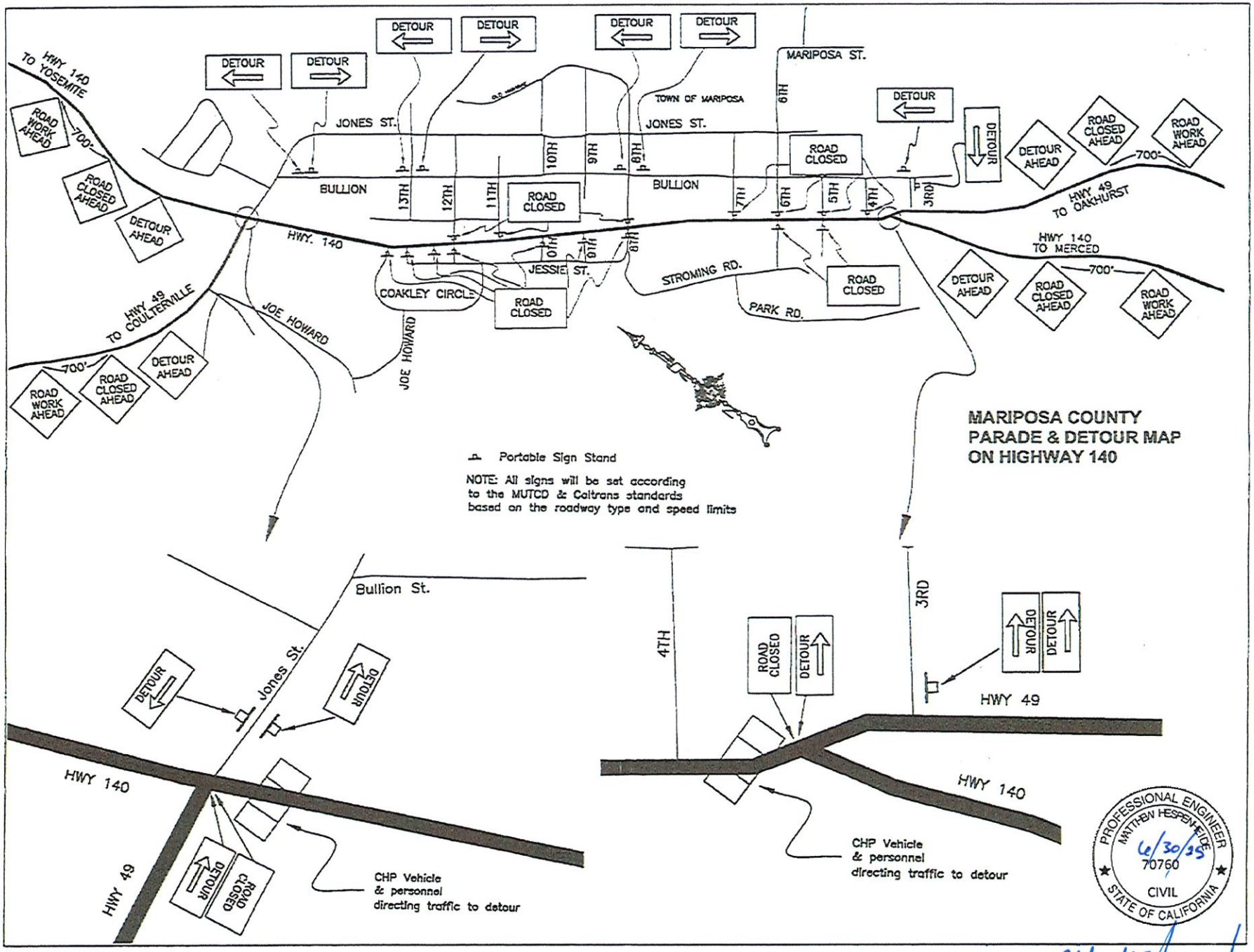
If it is Spring
It's time for the

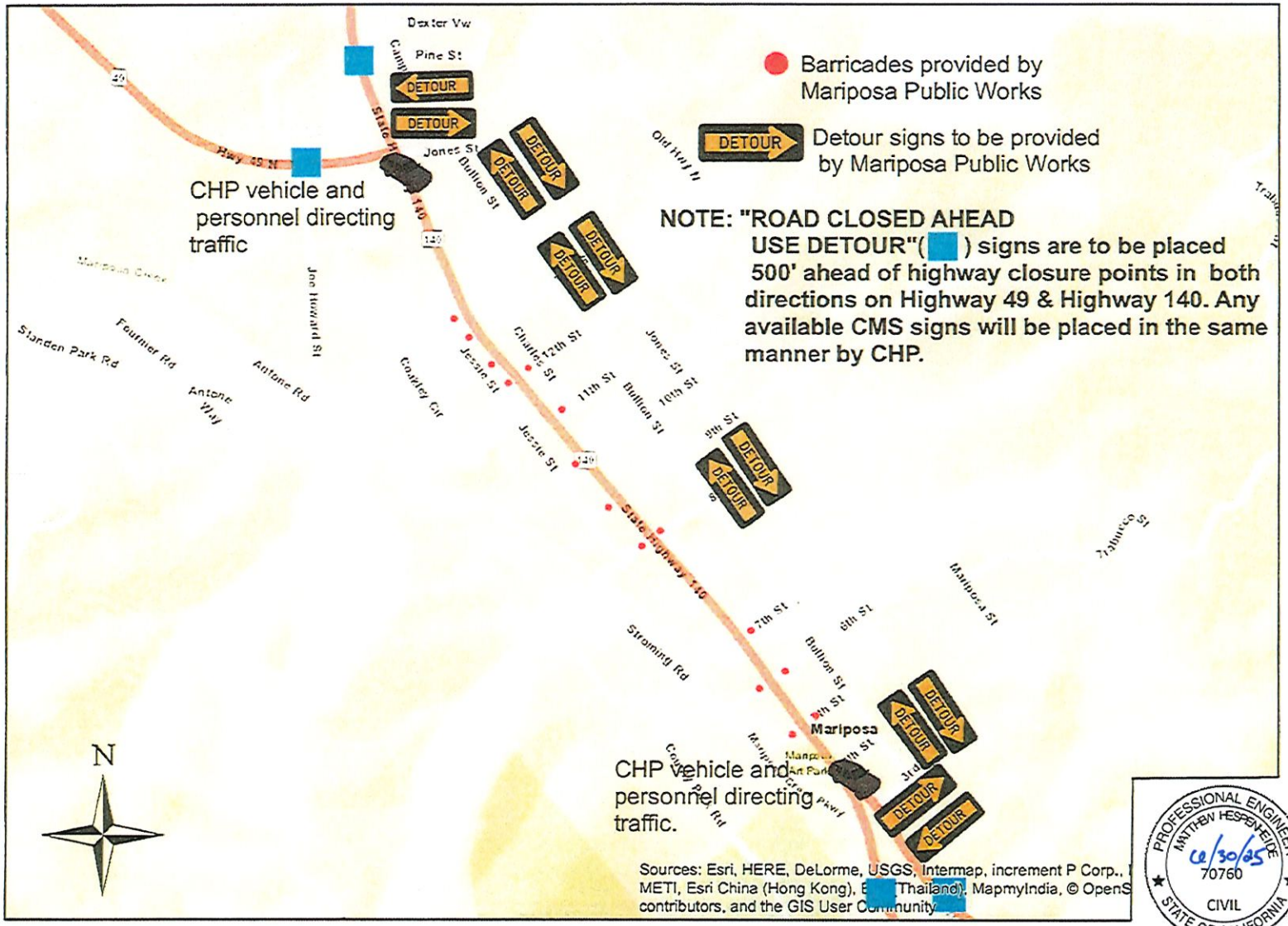
MARIPOSA
COUNTY CHAMBER OF COMMERCE

Butterfly Parade

Saturday May 3
10 AM
Downtown Mariposa

Participate in parade
MariposaButterflyFestival.net
under "Get Involved


HWY 140 TO YOSEMITE
ROAD WORK AHEAD
700'
ROAD CLOSED AHEAD
DETOUR AHEAD
HWY 49 TO COULTERVILLE
DETOUR
JONES ST.
BULLION
HWY. 140
TOWN OF MARIPOSA
MARIPOSA ST.
6TH
15TH
12TH
11TH
10TH
9TH
8TH
7TH
5TH
4TH
3RD
ROAD CLOSED
JESSIE ST.
COAKLEY CIRCLE
JOE HOWARD
STROMING RD.
PARK RD.
HWY 49 TO OAKHURST
HWY 140 TO MERCED
Portable Sign Stand
NOTE: All signs will be set according to the MUTCD & Caltrans standards based on the roadway type and speed limits
MARIPOSA COUNTY
PARADE & DETOUR MAP
ON HIGHWAY 140
Bullion St.
Jones St.
HWY 140
HWY 49
CHP Vehicle & personnel directing traffic to detour
4TH
3RD
HWY 49
HWY 140
CHP Vehicle & personnel directing traffic to detour
PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/25
70760
CIVIL
STATE OF CALIFORNIA
Matt Hespenheide
8/5/24



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
08/30/25
70760
CIVIL
STATE OF CALIFORNIA

Matt Hespenheide 8/5/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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 insureCAL Insurance Agency 3508 Dale Rd Modesto CA 95356	**CONTACT NAME:** Chris Phillips **PHONE (A/C, No, Ext):** (209) 250-0269 **FAX (A/C, No):** (209) 633-5799 **E-MAIL ADDRESS:** info@insurecal.com
INSURED Mariposa Chamber of Commerce	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** UNITED STATES LIABILITY INSURANCE CO / 25895 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NBP1572294	12/21/2024	12/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP1578994	12/10/2024	12/10/2025	EACH OCCURRENCE AGGREGATE PR/COMP OPS AGG	$ 1,000,000 $ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mariposa County
5100 Bullion St
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-140

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am.

The Mariposa Chamber of Commerce sponsors and insures the Butterfly Parade, which will proceed down Highway 140 through the town of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported the event for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee could cause a hardship on the sponsor.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Encroachment Permit24**
2. **Assemblage permit24**
3. **Flyer24**
4. **Insurance24**
5. **Letter to the Board24**
6. **Map24**
7. **Letter from CHP24**

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-93

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Trinity Services Group in the Amount of $306,702 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Trinity Services Group in the Amount of $306,702 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office Jail Division currently contracts with Trinity Services Group to provide dietary services for Incarcerated Persons housed at the Mariposa County Adult Detention Facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopted Resolution 14-123 on March 18, 2014, approving the original agreement with Trinity Services Group to provide dietary services for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, the Mariposa County Sheriff's Office Adult Detention Facility Division would need to seek an agreement with an alternate service provider to provide Incarcerated Persons meals.

FINANCIAL IMPACT

An amount of $306,702 for this Agreement has been included in the Requested FY24 budget.

ATTACHMENTS

1. NEWEST Trinity Agreement 24-25

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
SECONDER: District IV Supervisor Jenni Kiser
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between County of Mariposa, a political subdivision of the State of California (“Client”), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client requires inmate food services at the Mariposa County Jail; and

WHEREAS, Trinity is in the business of providing food services for correction institutions and is ready, willing and able to provide the necessary inmate food services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. COMMENCEMENT AND TERMINATION

1.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for one year beginning on August 1, 2024 through June 30, 2025.

1.2. The Agreement will renew for three (3) additional one-year terms unless either party provides thirty (30) days’ written notice of termination prior to the end of the then current term.

1.3 Trinity shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Trinity may exercise this option by giving Client sixty (60) days written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

1.4 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

1.5. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

1.6 Upon the execution of this Agreement, the Agreement for Inmate Food Services entered into by the Client and Trinity in June 2024 is hereby fully rescinded, meaning all parties are released from any further obligations or liabilities arising from its terms.

SECTION 2. CLIENT’S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at Client's designated location (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 3. TRINITY'S RESPONSIBILITIES

3.1. Pursuant to the terms of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties.

3.2. Trinity agrees: (i) to comply with Prison Rape Elimination Act standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

3.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper county, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

3.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

3.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

3.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

3.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts but not due to the acts or omissions of inmates, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 4.

3.8. In connection with Services provided hereunder, Trinity shall purchase inventory and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Responsibilities.

3.9. Trinity will produce special diets, including but not limited to, therapeutic or religious diets, in response to proper orders for the same (collectively "Special Diets"). Therapeutic diets will be produced in response to an order from an individual in the medical department with prescription-writing authority, namely a Nurse Practitioner, LPN or MD. Religious diets will be produced in response to appropriate order from the Client's chaplain or as otherwise agreed upon by the parties.

3.10. Trinity shall ensure that Special Diets are made promptly and are available for consumption by inmates who have received appropriate orders for these diets. Trinity is not responsible for ensuring that inmates (i) actually consume the meals, or (ii) are complying with their Special Diet restrictions on items or meals that were not produced by Trinity.

3.11 Trinity shall provide the Corner Market Services as described in Exhibit B.

3.12 Trinity shall remain compliant with established cybersecurity frameworks as required by law or regulation. Further, any changes that are requested by Trinity to Client's software systems, will be implemented upon mutual agreement of the Parties.

SECTION 4. CLIENT'S RESPONSIBILITIES

4.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

4.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period and (ii) work in good faith with Trinity on menu changes, product

substitutions and any other remedial measures until the equipment issue is resolved. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

4.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

4.4. Client will reimburse Trinity for all paper products used during lock down events or any other period when paper products are required due to circumstances outside the control of Trinity.

4.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

4.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

4.7. Client agrees to complete all background checks pursuant to Section 2.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

4.8. Client shall ensure that, whenever possible, the Trinity Diet Manual's formulary diets are ordered for individuals within their custody. Client shall further ensure that only medical department members with prescription-writing authority, namely an MD, LPN or Nurse Practitioner, order medical diets for individuals within their custody.

4.9. Client shall ensure that orders for Special Diets are timely delivered to Trinity in a manner that allows production in a manner consistent with the inmates' needs. Further, if Client is responsible for delivering meals to individuals, the Client is responsible for ensuring that such Special Diet is promptly and correctly provided to the correct individual.

4.10. Client shall ensure that its employees or subcontractors follow the procedures within the Trinity Diet Manual if a non-formulary diet is indicated ("Non-Formulary Diet"). Namely, conferences with Trinity's Registered Dietitian for its region to ensure that a nutritionally adequate diet compliant with an individuals' religious or serious medical needs are required prior to the order of any Non-Formulary diet. Client's medical department shall re-assess Non-Formulary Diets for continued necessity every ninety (90) days.

4.11 Client shall fully cooperate and take all actions necessary to allow Trinity to perform the Services in compliance with all applicable federal, state, and local laws or regulations.

4.12 Client represents and warrants that it is lawful in its respective jurisdiction of Mariposa County, California to provide the Services as detailed in this Agreement.

SECTION 5. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

6.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

6.3. Trinity 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 Trinity, its agents, representatives, or employees.

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(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. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

6.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of this Agreement shall be delayed or prevented because of Trinity’s compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity’s control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Jacob Bobman, Jail Captain
County of Mariposa
P.O. Box 727
Mariposa, CA 95338
Fax: 209-742-2975

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other

remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of California.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

County of Mariposa	**Trinity Services Group, Inc.**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. As per Section 1, either party may terminate the agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, or (4) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days written notice.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served, and any other applicable charges under this Agreement, in the preceding week. Client shall pay the invoice amount within fifteen (15) days of date of the invoice from Trinity. All past due amounts due to Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

IV. MAXIMUM SPEND

The parties hereby agree that Client's annual expenditure for the first year of the term of this Agreement shall not exceed $306,702.00.

SCHEDULE 1
SCALE

TRINITY SERVICES GROUP Mariposa Inmate Population Sliding Scale				
FROM		**TO**		**PRICE**
15	-	19	$	11.690
20	-	24	$	9.033
25	-	29	$	7.439
30	-	34	$	6.376
35	-	39	$	5.617
40	-	44	$	5.047
45	-	49	$	4.604
50	-	54	$	4.275
55	-	59	$	3.978
60	-	64	$	3.752
65	-	69	$	3.561
70	-	74	$	3.397
75	-	79	$	3.255
80	-	84	$	3.131
85	-	89	$	3.021
90	-	94	$	2.924
95	-	99	$	2.837
100	-	And over	$	2.758

EHIBIT B
CORNER MARKET

1. Trinity agrees to provide, install, and maintain all necessary equipment, including but not limited to coolers, shelving, vending machines, and payment systems. Client agrees and understands that Trinity may provide security measures to ensure the safe and secure operation of the Corner Market. Client agrees that it will provide any required utilities and access for Corner Market operations.

2. Trinity will operate the Corner Market in compliance with all relevant laws and regulations, including but not limited to health and safety standards, food handling regulations, and labor laws.

3. Trinity shall be allowed to operate a market to resell items to Client staff at the Premises subject to the following conditions:

   a. Trinity shall develop and submit to the Client a proposed Corner Market selection menu, including proposed pricing. The Corner Market selection menu and pricing may be updated upon 14 days' written notice to Client. Client may, upon 30 days' notice to Trinity, change its selections. Trinity shall have the exclusive right to distribute the products selected to Client's staff.

   b. Both parties will mutually agree upon the layout and placement of products within the space.

4. The term of this Exhibit shall be the same term as applies to the Agreement. The Corner Market program may be terminated by either party upon not less than thirty (90) days prior written notice from either party.

5. Individuals may purchase Products from the Corner Market utilizing the following methods of payment (i) credit card, (ii) digital payments, and/or (iii) third party pre-paid account if offered.

6. Market Pricing: Trinity Services Group reserves the right to increase prices based on market conditions. Customer agrees to pay the increased prices for products in the Corner Market and Trinity will provide 14 days' notice of any price increases.

7. Corner Market Equipment:

   a. Trinity shall provide a capital investment in the estimated amount of twelve thousand dollars ($12,000.00) for the purpose of purchasing new equipment necessary for Trinity's resale processes to be effective ("Corner Market Capital Investment"). The parties agree that such estimated amount may be updated and will be communicated and agreed upon prior to the commencement of such capital investment. The Corner Market Capital Investment will be amortized over twelve (12) months (July 1, 2024 through June 30, 2025). Should the Agreement expire or be terminated prior to June 30, 2025, the full twelve (12) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (6) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of six thousand dollars ($6,000) or ($12,000/12 months x 6 months remaining).

b. All equipment purchased with the Capital Investment will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax.

8. INTENTIONALLY DELETED

9. The Client shall provide any necessary secured storage areas for Trinity's Corner Market inventory.

10. If during the term of the Agreement Trinity has a reasonable basis to believe that inventory from the Corner Market is being lost due to shrinkage or theft, Trinity shall provide a monthly report to Client. In the event that product shrinkage or theft exceeds 3 percent of total sales in a given month, Trinity reserves the right to investigate and take necessary measures to prevent further theft. Client agrees to cooperate fully with Trinity in these efforts. Trinity will monitor product shrinkage or theft on a monthly basis and if it exceeds 3 percent for two consecutive months, Client will be responsible for compensating Trinity for the losses. Compensation will be calculated based on the value of the products. The report shall include the inventory on hand at the beginning of the month, the quantity used, and the quantity lost due to theft or shrinkage, and the balance at the end of the month. Trinity reserves the right to invoice Client the actual cost of the inventory lost due to shrinkage or theft.

11. Client will provide a wired or wireless connection between the Corner Market equipment and secured computer workstation as necessary, to include internet access. Client hereby agrees to allow such connection and will ensure that the internet connection is reliable and secure and can be used with a Trinity secured computer workstation. Trinity will provide documentation to Client, upon a reasonable request, of security protocols for any Trinity system that connects with Client's systems. Trinity shall perform periodic security reviews of relevant cybersecurity standards, with Trinity and Client being responsible for maintaining relevant compliance.

12. All requirements, terms and conditions contained in the Agreement shall apply to the Corner Market program. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-94

MEETING:	March 11, 2025
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this action in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County would be out of compliance with Government Code.

FINANCIAL IMPACT

Not applicable

ATTACHMENTS

1. Gov't Code 27000 (1)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Government Code

27000.1.
Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.
(Amended by Stats. 1996, Ch. 749, Sec. 1. Effective January 1, 1997.)

53607.
The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.
(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53646.
(a) (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.
Amended by Stats. 2009, Ch. 332, Sec. 68.5. (SB 113) Effective January 1, 2010.)

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with Lake Don Pedro Trailblazers in the Amount of $37,240 for Equipment to Support Trail Maintenance in the Lake Don Pedro Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Lake Don Pedro Trailblazers in the Amount of $37,240 for Equipment to Support Trail Maintenance in the Lake Don Pedro Area; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The attached MOU is designed to deplete the Lake Don Pedro Equestrian Trails fund and support the Lake Don Pedro Trailblazers (LDPT) non-profit in their efforts. By providing equipment, the LDPT will be able to maintain LDP trails for years to come. The funding source for the LDP Equestrian Trails fund no longer exists, as the land previously rented for grazing has been sold.

The LDP Trailblazers have indicated that funds will be used for the following items:

1. Cargo Trailer to hold all Trailblazer's equipment.
2. 4x4 quad or side by site UTV (to transport equipment on trail)
3. Wood chipper 6"
4. 16" Chain Saw
5. Pole saw
6. Weed Sprayer trailer
7. Tow behind wire trimmer
8. Liability Insurance for trail cleanup days.

If the Board approves this item, the LDP Equestrian Trails fund will be liquidated. Mariposa County no longer has a mechanism by which to provide resources to support trail maintenance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Documents date back to 1968 establishing Lake Don Pedro agreements with Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can modify or not approve the MOU, the consequences of which would depend on the action taken.

FINANCIAL IMPACT

No budget action is required, as the budget already allows for this expense to be paid.

ATTACHMENTS

1. Lake Don Pedro Trailblazers Memorandum of Understanding WWW Edits

VOTE RESULT

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

MEMORANDUM OF UNDERSTANDING (MOU) FOR EQUIPMENT TO SUPPORT LAKE DON PEDRO AREA TRAIL MAINTENANCE

THIS Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2025, by and between the County Service Area 1M of Mariposa, a dependent special district of the County of Mariposa a political subdivision of the State of California, hereinafter referred to as "County," and Lake Don Pedro Trailblazers, hereinafter referred to as "Non-Profit Organization," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this MOU shall commence on the date first hereinabove written and shall continue until the funds have been paid.

2. ACTIVITIES

Non-Profit Organization shall purchase trail maintenance equipment as listed in Exhibit A, "Costs," which is attached hereto and incorporated herein by reference. Non-Profit Organization shall perform trail maintenance with the tools listed in Exhibit A.

3. COMPENSATION

Non-Profit Organization shall be paid one lump sum of thirty-seven thousand, two hundred and forty dollars ($37,240) to be used for expenses listed in Exhibit A, "Costs," which is attached hereto and incorporated herein by reference. County shall pay Non-Profit Organization within thirty (30) days of receipt of an approved invoice.

4. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT NON-PROFIT ORGANIZATION

It is the expressed intention of the parties that Non-Profit Organization is an independent Non-Profit Organization and not a, contractor, employee, agent, joint venturer, or partner of County.

Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Non-Profit Organization or any employee or agent of Non-Profit Organization. Both parties acknowledge that Non-Profit Organization is not an employee for state or federal tax purposes. Non-Profit Organization shall retain the right to perform services for others during the term of this MOU.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Non-Profit Organization or any employee, agent, of the Non-Profit Organization providing services under this MOU is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Non-Profit Organization shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Non-Profit Organization or its employees or agents, 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 Non-Profit Organization is not County's employee, Non-Profit Organization is responsible for paying all required state and federal taxes. In particular:

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

9. AUDITS AND INSPECTIONS

Non-Profit Organization 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 MOU. Non-Profit Organization shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Non-Profit Organization's compliance with the terms of this MOU. If compensation to be paid by County under this MOU exceeds Ten Thousand Dollars ($10,000), Non-Profit Organization 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 MOU. This section survives the termination of this MOU.

10. ASSIGNMENT

It is understood and agreed that this MOU contemplates personal performance by Non-Profit Organization 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 Non-Profit Organization under this MOU 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 Non-Profit Organization shall be given to the persons representing the respective parties at the following addresses:

NON-PROFIT ORGANIZATION:
Kimberly Cheatham, Board Chair
Lake Don Pedro Trailblazers
9815 Alamo Drive
La Grange, CA 95329

COUNTY:
Joseph Lynch
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

Non-Profit Organization shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Non-Profit Organization's performance under this MOU, including, but not limited to, laws related to prevailing wages. Specifically, Non-Profit Organization 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

Non-Profit Organization is aware that this MOU 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 Non-Profit Organization 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 MOU AND MODIFICATION

This MOU contains the entire MOU of the parties relating to the subject matter of this MOU and supersedes all prior MOUs and representations with respect to the subject matter hereof. This MOU 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 MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU 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 MOU 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 MOU, Non-Profit Organization shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this MOU for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Non-Profit Organization shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Non-Profit Organization default in the performance of this MOU or materially breach any of its provisions, County, at its option, may terminate this MOU by giving written notification to Non-Profit Organization. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this MOU 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 MOU 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 MOU to bring an action in connection with this MOU, 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 MOU 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 MOU.

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this MOU, 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 MOU 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 MOU 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 MOU. The parties further agree that the electronic signatures of the parties included in this MOU 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 MOU 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 MOU 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 MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this MOU shall comply with all requirements of law, including capacity and authority to amend or modify this MOU.

27. NEGOTIATED MOU

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

28. COUNTY RELIES ON NON-PROFIT REPRESENTATIONS AND SHALL HAVE NO LIABILITY RELATED TO THE MAINTENANCE OF ANY TRAILS UNDER THIS MOU

County has relied on, and Non-Profit Organization warrants and represents that it is an Internal Revenue Code section 501(c)(3) Non-Profit Charitable Organization as a material inducement to enter this MOU. Non-Profit Organization further represents that it is a volunteer organization and that it will use the funds provided herein to purchase the trail maintenance equipment and shall use that equipment to equip its volunteers to perform trail maintenance in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state and local laws. County, in entering this MOU, and providing the funds shall have no liability whatsoever at all for preservation or maintenance of the trail system at Lake Don Pedro..

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

COUNTY OF MARIPOSA	NON-PROFIT ORGANIZATION
_____	_____
Rosemarie Smallcombe, Chair County Service Area 1M	Kimberly Cheatham, Chair Lake Don Pedro Trailblazers
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
ESTIMATED COSTS

1. Cargo Trailer to hold all Trailblazer's equipment.
2. 4x4 quad or side by site UTV (to transport equipment on trail)
3. Wood chipper 6"
4. 16" Chain Saw
5. Pole saw
6. Weed Sprayer trailer
7. Tow behind wire trimmer
8. Liability Insurance for trail cleanup days.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Proclaim the Month of March, 2025, as "American Red Cross Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of March 2025 as "American Red Cross Month."

Over the last several months, the American Red Cross has been hard at work providing shelter, meals, and comfort to disaster victims, teaching our neighbors skills that save lives, and supporting local veterans, military members, and their families. Attached is a brief update about our work. As we look ahead to the spring, several upcoming Red Cross events may interest you.

As March approaches, the Central Valley Chapter plans its annual March is Red Cross Month celebration to honor Central Valley neighbors who deliver support when help can't wait during emergencies. This March, we are proud to honor our local heroes during our annual Red Cross Month celebration, which first started with a presidential proclamation over 80 years ago, and includes local recognition from elected officials.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to recognize a group who does so much for those in need.

FINANCIAL IMPACT

None

ATTACHMENTS

1. American Red Cross Month 25

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

The Mariposa County Board of Supervisors

proclaims

The Month of March 2025

as

"American Red Cross Month"

WHEREAS, since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis; and

WHEREAS, advancing this noble mission, the volunteers and supporters who now give back through the American Red Cross Central Valley Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

WHEREAS, their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters, supporting service members, veterans and their families, saving lives with first aid, CPR, AED and other skills, or delivering international aid and reconnecting loved ones separated by global crises; and

WHEREAS, all Red Cross activists have one central purpose: to help those who suffer, without discrimination, whether during conflict, in response to natural or man-made disasters, or due to conditions of chronic poverty; and

WHEREAS, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed; and

WHEREAS, it has been a tradition to celebrate the month of March as American Red Cross month since 1943 when President D. Roosevelt issued the first American Red Cross Month Proclamation; and

WHEREAS, Mariposa County celebrates American Red Cross Month by recognizing the compassionate acts of people in Mariposa County, renewing our commitment to lend a helping hand to our neighbors in need and honoring the people who make the lifesaving mission of the American Red Cross possible; and

WHEREAS, Mariposa County proudly joins in the celebration of turning compassion into action through American Red Cross' remarkable service and asks everyone to join in their commitment to care for one another.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **March 2025 as "American Red Cross Month**".

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 11th day of March 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-96

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Adopt an Updated Collection Development Policy for the Mariposa County Library, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Adopt an Updated Collection Development Policy for the Mariposa County Library, Effective Immediately.

Libraries function better when current policies are in place. The library needs an updated policy for how to manage the items in its collection and how that collection will be overseen.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The California Freedom to Read Act (AB 1825) requires every public library jurisdiction, as defined, that directly receives any state funding to establish, adopt, and maintain a written and publicly accessible collection development policy for its libraries by January 1, 2026, as specified in the bill.

The bill requires the adopted policy to be on file with the State Librarian and posted on the library's public website.The County did adopt a Collection Development Policy in January 2024. However, the policy must be updated to include certain language required by the bill.

The following statements must be included in the policy:

- The “collection meets the broad and diverse interests of the community and respects both the library’s autonomy and their specific community needs.”
- The “public library serves as a center for voluntary inquiry and the dissemination of information and ideas.”
- “Library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.”
- The “right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences” is acknowledged.

The proposed Collection Development Policy has also been updated to include a Reconsideration Request Form for patrons who want library items reconsidered.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The library would not have a collection development policy deemed acceptable by the state and could jeopardize its ability to receive state funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Collection Development Policy_Mariposa Library

VOTE RESULT

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

Mariposa County

Collection Development Policy – February 2025

A. PURPOSE

The Mariposa County library strives to maintain a collection that meets the needs of a diverse population. The public library also serves as a center for voluntary inquiry and the dissemination of information and ideas. This policy provides direction and guidance to those staff assigned to select and evaluate library materials and represents a commitment to serve our community by providing a varied and balanced collection.

In providing a library collection to the public, the County seeks to:

- Stimulate and develop learning and understanding;
- Support and collaborate with partner education, civic and cultural groups and organizations;
- Develop and implement balanced educational, informational, and recreational programs;
- Support early literacy and the development of reading and learning habits in our youth;
- Aid the formal and informal education process;
- Provide an opportunity for self-enrichment;
- Support our local economy with services for employers and job seekers; and
- Inspire a lifelong love of reading for the entire community.

B. THE COLLECTION

As a public library, our collection is of general public interest rather than any specific research or academic focus. A wide spectrum of fiction and nonfiction materials, at different reading levels, serves both learning and entertainment interests. Library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.

The collection will be diverse and balanced enough to serve users of different ages, ethnicities and interests, with an array of religious, philosophical and political views. The collection will meet the broad and diverse interests of the community and respects both the library's autonomy and their specific community needs.

The right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences is acknowledged.

Print and electronic materials, with an emphasis on evolving formats and technologies, make the collection available to the widest possible audience. The children's and youth collections emphasize the library's strategic goals, which are to encourage early literacy and provide homework assistance by offering resources on parenting, easy readers, picture books, award winners, read-aloud titles and more.

The public library collects, within budgetary and space limitations, for the general reader, and avoids specialized professional and academic materials. At the discretion of the county librarian, some materials may only be available through reservations transferred from other locations in

the San Joaquin Valley Library System.

The collection is shared with the community through an online catalog, web page, displays, and programs.

C. SELECTION OF NEW MATERIALS

The county librarian is responsible for the selection of all new materials. Selection duties may be delegated to individual staff or committees of staff with knowledge of or specialization in specific segments of the collection. When duties are delegated, staff recommendations will be approved by the county librarian prior to purchase.

Selections should be made in the interest of serving the general needs and interests of our community. Additions to the collection are guided by one or more of the following:

- Popular interest and demand
- Community input
- Professional review sources
- Local or national significance
- Clear presentation and readability
- Scarcity of material on a subject or need to reflect all sides of an issue
- Author's reputation and significance
- Reputation of the publisher
- Price and available budget and space
- Availability of the material elsewhere
- Community standards for decency
- Quality of the physical format

Self-Published Books

Self-published books will only be purchased for the collection when, in the sole discretion of the county librarian, they:

1. Have been reviewed in credible professional journals, both in print and online resources;
2. Meet one or more of the guidelines identified above; and
3. Provide significant benefit to patrons.

Suggestions and Donations

The library welcomes suggestions and donations. All suggestions for purchase and donations are subject to the same selection criteria as other materials and are not automatically added to the collection. It is the library's intent that suggestions for purchase and donations be used to help the library in developing collections which serve the interests and needs of the community. The library makes no guarantees on donations, and most donations will be redirected to the Friends of the Library. Donations not added to the collection are usually sold by the Friends of the Library to raise money for future purchases.

D. COLLECTION MAINTENANCE

Maintenance of the library's collection through constant re-evaluation by the library staff ensures its usefulness and relevancy to the community. The library does not keep a permanent archive of materials. As new items are added, older ones may be removed due their condition, age,

relevance, decline in demand, or need for space. The library strives to maintain a print collection that has circulated within five years and a media collection of two years of active use. The Library uses professional tools, resources and data from actual collection activity to make determinations on items in the collection. Last circulation date is not the sole criteria used to retire materials. Other factors such as adequacy of coverage and significance in the subject area, cost and availability, and popular interest will affect the decision.

E. RECONSIDERATION OR REMOVAL OF MATERIALS

The Library supports the right of all individuals to read freely. With such a diverse community and so many points of view, disagreement about the collection can arise. Patrons are asked to respect the right of others to use materials one might not personally endorse, and for parents to be responsible for the appropriateness of their children's choices. The library recognizes the right and responsibility of parents to guide their own children's library use while allowing other parents to do the same.

The library has a formal process for the review and reconsideration of materials. Patrons may initiate the formal review of any item in the collection by submitting a written request using the library's Request for Reconsideration of Library Materials form, which includes the opportunity for an explanation to the county librarian. The librarian will then make a determination and communicate the decision back to the requestor in a timely manner.

Materials that no longer meet the needs of the community or no longer support the library's collection will be withdrawn and disposed pursuant to the library's policy for deselection.

Request for Reconsideration of Library Materials

Your Name:
Date:
Address:
Phone:
Author/Artist:
Title:

Please briefly answer the following questions about the item that you would like to have reconsidered.

1. Did you obtain the item at a Mariposa County Library branch or did you place it on hold to be delivered through ValleyCat?

2. How did you learn of this item?

4. What are your objections to this item?

5. What harm do you feel might result from reading/listening to/viewing this work?

6. Did you read/listen to/view the work in its entirety? If not, what parts did you read/listen to/view?

7. Have you read any professional reviews of the work? If so, please list the names of critics and sources of reviews.

8. What do you think are the main ideas of the work or what was the author's/artist's purpose in creating this work?

9. What suggestion do you have for a work with a similar purpose to replace this item?

10. What would you like the library to do with this material?

Thank you for taking the time to fill out this form. The County Librarian will respond to your concerns in a timely fashion.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Present the Fiscal Year 2023-2024 Annual Statistical Report

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RECOMMENDATION AND JUSTIFICATION

Present the Fiscal Year 2023-2024 Annual Statistical Report.

BACKGROUND AND HISTORY OF BOARD ACTIONS

During the Board of Supervisors Meeting on January 21, 2025, the Board of Supervisors passed Resolution 2025-36, approving the financial management calendar for 2025. One of the reports on the calendar is an annual statistical report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not choose to hear the Fiscal Year 2023-2024 Annual Statistical Report and miss out on being informed of important financial information regarding Mariposa County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **FY 23-24 Statement of Revenues Expenditures and Changes in Fund Balances - Governmental and Proprietary Funds**

COUNTY OF MARIPOSA
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental and Proprietary Funds
Fiscal Year 2023-2024

REVENUES	General	Other Governmental Funds	Proprietary Funds	Totals
Taxes and assessments	$ 38,255,968	$ 624,003	$ -	$ 38,879,971
Licenses, permits, and franchises	204,862	-	-	204,862
Fines and forfeitures	21,544	121,480	-	143,024
Use of money and property	(78,717)	791,078	80,842	793,203
Intergovernmental	11,114,524	50,562,124	324,385	62,001,033
Charges for services	1,676,847	4,069,608	3,530,332	9,276,787
Other revenues	379,016	7,691,845	384,147	8,455,008
Total Revenues	51,574,044	63,860,138	4,319,706	119,753,888
EXPENDITURES				
Current:				
General government	12,710,146	7,690,665	-	20,400,811
Public protection	24,685,941	6,831,258	880,846	32,398,045
Health and welfare	8,238,450	9,696,102	2,694,715	20,629,267
Public assistance	20,691,018	563,180	852,996	22,107,194
Education	1,039,410	24,950	-	1,064,360
Culture and recreation	374,476	-	-	374,476
Public ways and facilities	2,592,379	5,278,478	127,230	7,998,087
Debt service:				
Principal	-	940,749	70,000	1,010,749
Interest and other charges	17	273,404	109,004	382,425
Capital outlay	1,150,503	14,604,123	120,295	15,874,921
Total Expenditures	71,482,340	45,902,909	4,855,086	122,240,335
Excess of Revenues Over (Under) Expenditures	(19,908,296)	17,957,229	(535,380)	(2,486,447)
OTHER FINANCING SOURCES (USES)				
Debt proceeds	-	-	-	-
Debt issuance	-	-	-	-
Transfers in	35,323,809	9,607,799	1,789,785	46,721,393
Transfers out	(13,822,920)	(32,566,673)	(815,377)	(47,204,970)
Total Other Financing Sources (Uses)	21,500,889	(22,958,874)	974,408	(483,577)
Net Change in Fund Balances	1,592,593	(5,001,645)	439,028	(2,970,024)
Fund Balances (Deficits) - Beginning	8,444,172	26,698,656	3,525,047	38,667,875
Fund Balances (Deficits) - Ending	$ 10,036,765	$ 21,697,011	$ 3,964,075	$ 35,697,851

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-97

MEETING:	March 11, 2025
TO:	The Board of Supervisors
FROM:	Michael McAfee, District Attorney
RE:	Approve the Advance Step Request for the District Attorney's Office for the Deputy District Attorney I to Step 5, Effective November 14, 2024

RECOMMENDATION AND JUSTIFICATION

Approve the Advance Step Request for the District Attorney's Office for the Deputy District Attorney I to Step 5, Effective November 14, 2024.

The District Attorney's Office is looking to increase the salary of the Certified Law Clerk to the Deputy District Attorney Step 5 hourly rate, currently $50.322 per hour. The District Attorney's Office is seeking to retain a highly qualified professional who has been with our office since May 15, 2024. On November 2024 Mr. Carey received his License and has been working as a Deputy District Attorney with our office. During this period, Mr. Carey has been paid as a Certified Law Clerk step 5. Prosecutors are in high demand throughout the State and most DA's offices have not been able to recruit and retain full staff. Mr. Carey is also the only licensed attorney remaining in the District Attorney's Office aside from District Attorney. The District Attorney's Office is in transition, and it is vital to retain existing employees. Mr. Carey is an excellent employee with an advanced degree and license whose proposed salary is already covered in the existing budget.

Agencies are only allowed to advance a full-time employee by a maximum of two steps, and Board approval is required to advance an employee by more than two steps. The Step 5 hourly rate for a Certified Law Clerk is $39.326 per hour.

The District Attorney's Office believes it is important to recognize an individual's relevant experience, and the increase in salary will allow the District Attorney's Office to retain this employee's professional services and continue to meet the needs of the people of this county. Deputy District Attorney, Stepen Carey, is a highly qualified and licensed legal professional whose services are needed not only by our office but throughout the State, losing his services will have a huge negative impact on the success of our office. His advanced degree makes his services highly marketable and in high demand. Our Office currently has ADA position vacant, DDA III position vacant, and no applicants.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved other department requests to increase the pay for employees with advanced degrees to meet challenges in recruiting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not make an exception to the Advanced Step Policy. The Certified Law Clerk will be offered a promotion of two (2) steps to District Attorney I step 2.
Do not approve the increase in salary to the Deputy District Attorney step 5 hourly rate, the District Attorney's Office will lose an employee in a high-demand profession. With recent departures from the office, this would leave the District Attorney's Office with no licensed attorney besides the District Attorney.

FINANCIAL IMPACT

None. The District Attorney's Office has stated there is money in the current budget for this increase.

ATTACHMENTS

1. Kiser - Salaries

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

County	Population	DDA I Hourly Wage (Step 1)	DDA I Hourly Wage (Step 2)	DDA I Hourly Wage (Step 3)	DDA I Hourly Wage (Step 4)	DDA I Hourly Wage (Step 5)
Mariposa	17131	41.398	43.468	45.642	47.925	50.322
Tuolumne	54204	38.9964	40.9462	42.9935	45.1432	47.4004
Madera	162858	42.44	44.56	46.79	49.13	51.59
Merced	282290	34.77	36.51	38.33	40.23	42.28
Stanislaus	551430	35.73	37.52	39.4	41.37	43.44
Mono	13195	42.17	44.28	46.49	48.82	51.26
Fresno	1017162	42.744	45.102	47.568	50.147	52.854

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-98

MEETING:	March 11, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Increase in Extra Help Hours from 999 to 1,300 Hours for the Extra Help Office Assistant II in the Health and Human Services Agency, Environmental Health Branch, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve an Increase in Extra Help Hours from 999 to 1,300 Hours for the Extra Help Office Assistant II in the Health and Human Services Agency, Environmental Health Branch, Effective Immediately.

The additional hours are needed to continue providing administrative support to the Environmental Health team, which has been short-staffed this fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Extra Help positions can work up to 860 hours. The Department Head & Human Resources Director can then approve the additional hours up to 999 hours based on need.

Any hours beyond 999 hours require the Board's approval, and the Board has previously approved an increase of 1,300 Extra Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to increase the Extra Help hours, it may have a negative impact on the Environmental Health Branch's daily operations.

FINANCIAL IMPACT

There is sufficient budget available in the 1001-457-51112 Extra Help for costs of additional hours up to $5,300.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-99

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Re-classification of a Planner I Allocation in the Planning Department to an Administrative Analyst I/II, Effective March 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Re-classification of a Planner I Allocation in the Planning Department to an Administrative Analyst I/II, Effective March 1, 2025

The reclassification process involves documenting and analyzing the responsibilities, duties, knowledge, skills, and abilities related to a position, with the end goal of determining if the core functions of the position are appropriate for the classification. In this case, Human Resources was presented with requests from the Planning Department. Upon review of the details of each request, the determination was made that the classification met one (1) or more of the following considerations which support reclassification:

- change in the type of work/essential functions;
- change in lead/supervisory responsibilities;
- change in authority for making operational changes or in developing, recommending, and interpreting policies and procedures, and the impact to the organization;
- addition of stronger, more complex duties/removal of lower duties; and/or
- change in organizational structure or mandate that affects reporting relationships, level in the organization, amount of management review, and/or interactions. *(*Mariposa County *Job Classification Plan, pg 27-28)*

The current position allocation and the reclassification result, including the respective salary ranges, is as follows:

Planner I ($55,502.72 to $67,466.88) to Administrative Analyst I/II ($67,830.88 to $92,651.52)

As a result of the changes listed above, the financial impact of the recommended re-classifications for the remainder of this fiscal year (March, April, May, and June of FY 24/25), which include marginal salary differences, benefits, and SSI, are estimated to be approximately $2,000.

Lastly, the Service Employees International Union (SEIU) and Mariposa County Managerial/Confidential Organization (MCMCO) have been notified of the proposed changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Position re-classification may occur on an annual cycle, typically before the fiscal year and occasionally as necessary. Re-classification guidelines are covered in the *Mariposa Job Classification Plan* and each respective employee union. In addition, recommendations for re-classifications have also occurred as suggested findings from organization or salary surveys.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

The allocation changes will not require a budget change due to savings from other budgeted vacant positions in their respective departments. These changes will impact the Year 25/26 budget.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-100

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Creation of the Peer Support Specialist (I/II/III) Position in the Health and Human Services Agency and Set the Annual Salary Range to $43,336.80 to $77,199.20; Approve Vacating Two (2) Unfilled Mental Health Aide Position Allocations and Add Two (2) Peer Support Specialist I/II/III Position Allocations, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Creation of the Peer Support Specialist (I/II/III) Position in the Health and Human Services Agency and Set the Annual Salary Range to $43,336.80 to $77,199.20; Approve Vacating Two (2) Unfilled Mental Health Aide Position Allocations and Add Two (2) Peer Support Specialist I/II/III Position Allocations, Effective Immediately.

The Health and Human Services Agency is requesting the Board's approval of a new classification, *Peer Support Specialist I/II/III,* which will expand services on the TRAC, Adults, and Substance Use Disorder teams. A brief overview of the Peer Support Specialist classification:

- A Peer Support Specialist will work to prevent relapse, empower through strength-based coaching, support linkages to community resources, and educate individuals and their families about the process of recovery and mental health wellness.
- Peer Support Specialists are unique in that they have personally experienced behavioral health and/or recovery challenges themselves, and/or they may be the caregivers or family members of individuals with behavioral health and/or recovery challenges.
- Peer Support Specialists are culturally competent, providing individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities to set and reach treatment goals.

HHSA is also asking to reduce two (2) vacant Mental Health Aide positions and add two (2) Peer Support Specialist I/II/III positions. If approved, HHSA will continue to request allocations for this classification through natural attrition of the current Mental Health Aide and Mental Health Assistants allocations (not to exceed 50% of the currently available allocations). Lastly, the salary range for the Peer Support Specialist I/II/III shall be set to match the Mental Health Assistant I/II/III, which is the aforementioned range of ($43,336.800 to $77,199.200).

BACKGROUND AND HISTORY OF BOARD ACTIONS

None. This classification is new.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the supervisor's direction.

FINANCIAL IMPACT

None for the current fiscal year due to the following: of the two (2) vacant Mental Health Aid allocations, one has been vacant since 3/5/2024 and the other since 1/12/2025, providing budgeted cost savings; second, while a Peer Support Specialist I salary will be approximately 10% more than each allocation being replaced, which are Mental Health Aid allocations, the Peer Support Specialist positions, when filled, will be reimbursed at an 11.4% higher rate than other Mental Health Assistants and Mental Health Aids, contributing to an anticipated to be relatively cost natural until incumbents are promoted to higher levels, i.e., II and III.

ATTACHMENTS

1. PeerSupportSpecialist_DRAFT

VOTE RESULT

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

PEER SUPPORT SPECIALIST I/II/III

DEFINITION

The Peer Support Specialist is an unlicensed paraprofessional classification that prevents relapse, empowers through strength-based coaching, provides linkages to community resources, and educates beneficiaries and their families about their conditions, the recovery process, and behavioral health wellness. Peer Support Specialists are unique in that they have personally experienced behavioral health and/or recovery challenges and maybe the caregivers/family members of the individual(s) with behavioral health and/or recovery challenges. Peer Support Specialists are culturally competent in providing individual and group services in a clinical or non-clinical setting.

DISTINGUISHING CHARACTERISTICS

The Peer Support Specialist is a flexibly staffed classification series. Positions allocated at the I/II levels are typically filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority provided the following criteria are met: 1) the minimum qualifications and time-in-grade requirements and; 2) demonstration of the ability to independently perform the full scope of the assigned duties. Advancement from the II to the III level is flexible; however, only a limited number of positions are allocated to the III level since these positions may exercise lead direction over Peer Support Specialists I and II.

Peer Support Specialist I is the entry-level in the Peer Support Specialist classification series. Incumbents at this level are expected to uphold compliance standards and develop best practices, skills, and techniques through experience and on-the-job training but are not expected to function with the same amount of program knowledge or skill level as the Peer Support Specialist II or III. Incumbents at this level are not expected to perform with the same independence, direction, or judgment on matters allocated to the journey levels. Incumbents will work under direct supervision while learning job tasks.

Peer Support Specialist II is the journey level in the Peer Support Specialist classification series and is distinguished from Peer Support Specialist I by the degree of responsibility for tasks performed and the independent judgment exercised. Incumbents at this level are expected to work independently and to receive occasional instruction as new or unusual situations arise. Incumbents are fully aware of the operating procedures and policies depending upon the specialty area in which assigned. This class is distinguished from the next higher class of Peer Support Specialist III in that the latter performs the most difficult, complex, or sensitive program activities requiring a higher level of skill and knowledge.

Peer Support Specialist III is the advanced journey in the Peer Support Specialist classification series and is distinguished from the Peer Support Specialist I and II by the responsibility to provide lead direction for lower-level staff, the degree of responsibility for tasks performed, and the exercise of independent judgment. This level is responsible for performing the most difficult, complex, and specialized duties. Incumbents at this level are highly experienced and capable of handling the most difficult situations across one or more of the programs in which assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from a Supervising Behavioral Health Clinician or Social Worker Supervisor I/II. The Peer Support Specialist III may exercise lead direction over Peer Support Specialists I and II.

EXAMPLES OF ESSENTIAL FUNCTIONS

Communicates, represents, and promotes the peer perspective within the behavioral health and recovery systems.

Provides and promotes wellness and recovery psycho-educational groups in a supportive environment where beneficiaries and their families learn coping and problem-solving skills to achieve desired outcomes.

Provides engagement by leading activities and coaching to encourage and support beneficiaries' participation in behavioral health treatment while maintaining professional boundaries.

Provides structured non-clinical activities that promote wellness, recovery, self-advocacy, relationship enhancement, development of natural supports, self-awareness, and the maintenance of community living skills to support and maintain recovery within their communities.

Participates as a treatment team member and functions in a supportive role in community and outreach events.

Maintains electronic health records by completing documentation of work effort in a manner consistent with compliance and standards for productivity.

Develops effective working relationships with agencies and organizations to advocate for client and family/caregiver empowerment.

Maintains billable productivity levels according to agency standards.

Transports clients in a County vehicle as necessary.

Performs other job-related duties as assigned.

Peer Support Specialist II (in addition to the above):
Assesses client needs and plans appropriate level interventions.

Facilitates training and meetings as assigned.

Takes a primary role in community and outreach events.

Peer Support Specialist III (in addition to the above):
Leads planning of outreach activities and community events.
Provides consultation to other peer support specialists.

Trains other peer support specialists in the unique functions and roles of peers in Behavioral Health and Recovery Services.

EMPLOYMENT STANDARDS

Knowledge of:

Relevant federal, state and local laws, regulations, codes and ordinances.

Departmental policies and procedures as they effect client contact and interaction.

Departmental and community resources useful to clients served.

Modern research methods utilizing databases, journals, and up-to-date treatment protocols.

Advocacy methods to promote client voice and choice.

Skill-building techniques such as socialization, recovery, self-sufficiency and self-advocacy.

Resource navigation for access to resources beyond the specialist's expertise.

Behavioral health and recovery challenges for clients and families.
Effective methods of retrieving and entering electronic files and records.

Ability to:

Publicly acknowledge and share personal recovery experiences and provide support to others in recovery.

Interact and train behavioral health and recovery clients and their families.
Understand and follow oral and written instructions.

Establish and maintain effective working relationships with staff, other County departments, and public and private agencies.

Adhere to standard office practices and work schedules.

Maintain confidentiality and ethical standards.

Provide excellent customer service.

Understand cultural differences and community needs.

Recognize signs of potential referable actions.

Peer Support Specialist III (in addition to the above):

Plan and lead community events, train other Peer Support Specialists, and demonstrate

leadership in advocacy.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is primarily performed in an office environment and includes interaction with clients who may display erratic and threatening behavior. Work may involve stressful situations when confronted with emergencies, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases. Work may include performing emergency response services during weekends, evenings, and holidays. May be required to transport clients in a County vehicle.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location.; Ability to intermittently traverse uneven terrain; lift and/or move weights up to 25 pounds; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Experience:

Peer Support Specialist I:

1. Must be a current or past consumer of behavioral health and/or substance use health services;

   OR

2. Must be a family member or caregiver of a current or past behavioral health and/or substance use health services client;

   OR

3. One (1) year of full-time paid or volunteer experience in the behavioral health field.

Peer Support Specialist II:

1. One (1) year of experience as Peer Support Specialist I with Mariposa County;

   OR

2. Two (2) years of full-time paid or volunteer experience in the behavioral health field.

Peer Support Specialist III:

1. Two (2) years of experience as Peer Support Specialist II with Mariposa County;

   OR

2. Three (3) years of full-time paid or volunteer experience in the behavioral health field.

Education:

High School diploma or GED equivalent is required.

Substitution:

Additional qualifying experience may be substituted for successful completion of college coursework in psychology, sociology, counseling, or a related field on a year-for-year basis.

Additional Requirements*:*

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

Must obtain Medi-Cal Peer Support Specialist certification within 120 days of hire and remain certified while working in the Peer Support Specialist series.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-101

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Engineering Technician I/II/III, Classification Revision, Now Titled, Public Works Inspector I/II; Approve the Removal of the Engineering Technician I Salary Range; Set the Annual Salary of Public Works Inspector I to $60,116.16 to $73,076.64; and Set the Annual Salary of Public Works Inspector II to $66,420.64 to $80,739.36, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Engineering Technician I/II/III, Classification Revision, Now Titled, Public Works Inspector I/II; Approve the Removal of the Engineering Technician I Salary Range; Set the Annual Salary of Public Works Inspector I to $60,116.16 to $73,076.64; and Set the Annual Salary of Public Works Inspector II to $66,420.64 to $80,739.36, Effective Immediately.

The Engineering Technician I/II/III classification serves an important role in ensuring infrastructure projects comply with local, state, and federal regulatory standards. The current classification is a flexible classification with an entry-level one (I), a full journey level (II), and an advanced journey level (III). The classification was revised to address multiple areas for revision, aid in recruitment, and better communicate the key elements of the position.

- The title is being changed to more closely represent the reason for the classification and match the title in neighboring counties.
- The minimum qualifications have been updated, including a substitution clause to allow for a more diverse combination of applicant experience and education.
- The essential functions, knowledge, abilities, definition, supervision received and exercised, typical working conditions, and typical physical requirements have also been revised to match the position's needs more closely.
- Additional changes include adding minimum qualifications equivalency language to enlarge the applicant pool and language to emphasize reasonable accommodations to help the applicant or incumbent meet the position requirements when possible.
- The three levels (I/II/III) are being collapsed into two (I/II). The salary range for the Engineering Technician will be removed to achieve this change. The salary range for levels two (II) and three (III) will become the new level one (I) and level two (II). *(Note: The salary for level three (III) was kept due to a few duties from the current classification being merged into the new level two (II). Thus, it is necessary to maintain the top salary range. (See the table below)*

Current Annual Salary Range for the Engineering Technician I/II/III

	Step 1	*Step 2*	*Step 3*	*Step 4*	*Step 5*
Engineering Technician I	$52,927.68	$55,575.52	$58,354.40	$61,272.64	$64,336.48
Engineering Technician II	$60,116.16	$63,123.84	$66,281.28	$69,596.80	$73,076.64
Engineering Technician III	$66,420.64	$69,742.40	$73,230.56	$76,893.44	$80,739.36

Revised Annual Salary Range for the Public Works Inspector I/II

~~Engineering Technician I~~	~~$52927.68~~	~~$55575.52~~	~~$58354.40~~	~~$61272.64~~	~~$64336.48~~
Public Works Inspector I	$60,116.16	$63,123.84	$66,281.28	$69,596.80	$73,076.64
Public Works Inspector II	$66,420.64	$69,742.40	$73,230.56	$76,893.44	$80,739.36

In closing, the proposed changes will better communicate the needs and are intended to aid in recruitment.(See attached *ReviewOfChanges.pdf* file for a complete comparison of revisions.)

BACKGROUND AND HISTORY OF BOARD ACTIONS

This classification was created in September 2003 (Resolution # 03-317) and subsequently revised in February 2006 (Resolution #. 06-73), and again in May 2017 (Resolution # 17-313)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

None. The maximum salary for this position is included in the current fiscal year's budget.

ATTACHMENTS

1. **Public Works Inspector I-II_V4_ DRAFT**
2. **ReviewOfChanges_v2**

VOTE RESULT

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

PUBLIC WORKS INSPECTOR I/II

DEFINITION

To perform a variety of duties in the inspection of public works infrastructure projects and development projects; ensure compliance with applicable laws, regulations, county codes, and building codes; assist with ordinance revision and development as applicable to public works inspection functions; performs plan checks for public works structures; answers questions concerning development and infrastructure requirements from the public and tradespeople; and performs related duties as assigned.

The Public Works Inspector I is an entry-level employee in the Public Works Inspector series. Incumbents will learn on the job, and assignments are subject to close review and evaluation while in progress and upon completion. This classification is flexibly staffed with the Public Works Inspector II, and incumbents typically advance to the higher level after gaining experience and achieving proficiency that meets the Public Works Inspector II requirements. This class is distinguished from the journey level by the performance of the more routine tasks and duties assigned to positions within this series.

The Public Works Inspector II is a journey-level position in the Public Works Inspector series. Employees in this classification function within a framework of standard policies and procedures. Employees at this level perform more complex technical functions, have more significant consequences of failure, or have a greater workload.

SUPERVISION RECEIVED AND EXERCISED

Public Works Inspector I - Receives immediate supervision from assigned supervisory or management personnel. Exercises no supervision over staff.

Public Works Inspector II—Employees in this classification receive general supervision from supervisory management and work within standard policies and procedures. The employee may also provide technical supervision and training related to the work of a Public Works Inspector I.

EXAMPLES OF ESSENTIAL FUNCTIONS

Oversees and participates in the enforcement of laws, codes, and ordinances dealing with standards for public works infrastructure.

Performs field inspections to ensure compliance.

Issues notices of non-compliance as appropriate.

Monitors construction projects to ensure they are completed on time, within budget, and in accordance with approved plans, specifications, applicable codes, and regulatory requirements.

Observes and measures project materials to ensure proper quality construction materials are used.

Conducts final inspection upon project completion.

Coordinates inspection assignments with other County departments, developers, and government agencies.

Performs plan checks for Public Works and development-related infrastructure projects.

Explains and interprets applicable codes and ordinances for the general public, contractors, architects, engineers, and others.

Investigates citizen complaints regarding code violations.

Keeps abreast of changes to codes and regulations applicable to assigned area(s) of public works inspection.

Maintains Public Works inspection records; prepares correspondence and reports; maintains accurate documentation.

Provides consultation and recommendations for inspection and ordinance development and revision.

Learns and performs sample extraction and laboratory and field testing of construction materials, including the use of the nuclear soil gauge

Performs related duties as assigned.

Public Works Inspector II (in addition to the above):
Inspects major and minor subdivision road construction for land developments for compliance with County standards and conditions of approval.

Issues inspect and oversee private and commercial encroachment permits on County and/or Zone of Benefit roads.

Inspects work completed under the County Grading Ordinance and Improvement Standards.

EMPLOYMENT STANDARDS

Knowledge of:

Principles, practices, methods, and materials used in public works and development infrastructure construction.

Principles and practices of infrastructure inspection and documentation.

Principles and practices of organizing and managing inspection records.

Modern methods of infrastructure construction.

Types of infrastructure construction materials, their use, and variations in their quality.

Principles and methods of plan checking.

Applicable health, safety, and fire standards in public works construction.

Applicable federal, state, and local laws, codes, and ordinances relevant to the area(s) of responsibility.

Techniques for providing high customer service by effectively dealing with the public, vendors, contractors, and County staff.

The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Modern equipment and communication tools, including computers and software programs relevant to the work performed, are used for business functions and programs, project and task coordination, and other tasks.

Ability to:

Interpret, apply, and explain the policies, procedures, laws, codes, ordinances, and regulations related to building, safety, and zoning and structural requirements.

Understand, explain, and apply applicable laws, codes, and regulations.

Read and interpret plans, diagrams, and specifications.

Apply technical knowledge of building trades work.

Sound inspection techniques are used to examine work quality and materials and to detect deviations from plans, specifications, and standard construction practices.

Review and check plans for proper design and conformance with codes and ordinances.

Make arithmetical calculations quickly and accurately.

Keep accurate records.

Independently perform the full range of public works inspection duties.

Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to the work performed.

Effectively use computer systems, software applications relevant to the work performed, and modern business equipment to perform various tasks.

Communicate clearly and concisely, orally and in writing, using appropriate English grammar and syntax.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office and field environment. The incumbent drives on surface streets and may be exposed to traffic hazards,

construction and equipment hazards, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, odors, skin irritants, and working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods and intermittently walk, stand, climb, balance, bend, crouch, and reach while performing office duties and/or fieldwork; traverse uneven terrain; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
Graduation from high school or GED

Experience:
Public Works Inspector I:
Two (2) years of experience in construction, engineering, or a related field.

Public Works Inspector II:
Four (4) years of experience in construction, engineering, or a related field,

Or

Two (2) years of employment as a Public Works Inspector I.

Substitution
Thirty (30) units of coursework in civil engineering, architecture, construction management, or a closely related field may be substituted for one (1) year of experience. *For applicants using education to qualify, a degree or transcripts must be attached to the application.*

Additional Requirements
Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an

acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Created: 9/03 (B/S 03-317)
Revision Date: 02/06 (B/S Res. 06-73); 05/17 (B/S Res. 17-313)

The changes from the current position and the proposed changes are shown below. Similar components of each classification are aligned horizontally to aid in comparison.

Current (Engineering Technician I/I/III)	Revised (Public Works Inspector I/II)
DEFINITION To perform a variety of technical field and office engineering work related to surveys, materials testing, office calculations, drafting, and design.	**DEFINITION** To perform a variety of duties in the inspection of public works infrastructure projects and development projects; ensure compliance with applicable laws, regulations, county codes, and building codes; assist with ordinance revision and development as applicable to public works inspection functions; performs plan checks for public works structures; answers questions concerning development and infrastructure requirements from the public and tradespeople; and performs related duties as assigned.
Engineering Technician I: Employees in this classification receive close supervision within a framework of standard policies and procedures. Employees in this class function at the entry level.	The Public Works Inspector I is an entry-level employee in the Public Works Inspector series. Incumbents will learn on the job, and assignments are subject to close review and evaluation while in progress and upon completion. This classification is flexibly staffed with the Public Works Inspector II, and incumbents typically advance to the higher level after gaining experience and achieving proficiency that meets the Public Works Inspector II requirements. This class is distinguished from the journey level by the performance of the more routine tasks and duties assigned to positions within this series.
Engineering Technician II: Employees in this classification receive general supervision within a framework of standard policies and procedures. Employees in this class function at the journey level and may perform more difficult engineering and paraprofessional duties.	The Public Works Inspector II is a journey-level position in the Public Works Inspector series. Employees in this classification function within a framework of standard policies and procedures. Employees at this level perform more complex technical functions, have more significant consequences of failure, or have a greater workload.
Engineering Technician III: Employees in this classification receive limited supervision within a framework of standard policies and procedures. Employees in this class function at the advanced journey level and may supervise other technicians on a project basis and train subordinate engineering technicians. May provide construction management and oversight under the direction of an engineer; and to assist on a survey crew. The Engineering Technician	

III will also be required to increase skill levels in at least one area of engineering technology as assigned, to include one of the following: traffic technology, surveying, construction management/public works construction inspector or computer assisted drafting technology. Increased skill level may be obtained by County-sponsored course work, on-the-job training or self-instruction on the job or any combination thereof.	
SUPERVISION RECEIVED AND EXERCISED Receives general direction from the County Engineer and/or County Surveyor. May exercise lead direction over lower level classifications.	**SUPERVISION RECEIVED AND EXERCISED** Public Works Inspector I - Receives immediate supervision from assigned supervisory or management personnel. Exercises no supervision over staff. Public Works Inspector II—Employees in this classification receive general supervision from supervisory management and work within standard policies and procedures. The employee may also provide technical supervision and training related to the work of a Public Works Inspector I.
EXAMPLES OF ESSENTIAL FUNCTIONS **Engineering Technician I** Learns and performs survey work that includes establishment of lines, angles, distances, and elevations for topographic, property, and construction surveys. Learns and performs engineering and surveying calculations as required. Learns and performs drafting as related to survey work, construction drawings, exhibits, etc. Assists in the public works inspection process. Learns and operates equipment on an engineering field survey party. Under direction and supervision, develops and enters data for computerized databases. Under direction and supervision, uses CAD/GIS software for basic mapping. Learns and performs samples extraction and laboratory and field testing of construction materials, including use of the nuclear soils gauge.	**EXAMPLES OF ESSENTIAL FUNCTIONS** Oversees and participates in the enforcement of laws, codes, and ordinances dealing with standards for public works infrastructure. Performs field inspections to ensure compliance. Issues notices of non-compliance as appropriate. Monitors construction projects to ensure they are completed on time, within budget, and in accordance with approved plans, specifications, applicable codes, and regulatory requirements. Observes and measures project materials to ensure proper quality construction materials are used. Conducts final inspection upon project completion. Coordinates inspection assignments with other County departments, developers, and government agencies. Performs plan checks for Public Works and development-related infrastructure projects. Explains and interprets applicable codes and

	ordinances for the general public, contractors, architects, engineers, and others. Investigates citizen complaints regarding code violations. Keeps abreast of changes to codes and regulations applicable to assigned area(s) of public works inspection. Maintains Public Works inspection records; prepares correspondence and reports; maintains accurate documentation. Provides consultation and recommendations for inspection and ordinance development and revision. Learns and performs sample extraction and laboratory and field testing of construction materials, including the use of the nuclear soil gauge Performs related duties as assigned.
Engineering Technician II Performs survey work using survey instruments, including total stations, GPS, and levels. Designs, lays in, profiles and balances vertical and horizontal road realignments and/or public works projects site designs, as assigned. Conducts maps and deeds research; plotting for right-of-way, construction or maintenance projects. Checks grade during road or other public works construction projects. Performs higher level duties in a training capacity. Under supervision, uses a computer to perform a variety of survey and design-related calculations. Under direction and supervision, prepares records, reports and legal documents. Keeps accurate field notes and makes sketches of survey work performed.	*Public Works Inspector II (in addition to the above):* Inspects major and minor subdivision road construction for land developments for compliance with County standards and conditions of approval. Issues inspect and oversee private and commercial encroachment permits on County and/or Zone of Benefit roads. Inspects work completed under the County Grading Ordinance and Improvement Standards.

Performs drafting utilizing CAD/GIS as related to survey and design work on public works plans, profiles, sections, details, and input GIS data. Under supervision, prepares maps/plats utilizing CAD/GIS. Operates electronic surveying equipment, such as total station and data collector, and performs computer input of survey data. Responsible for assuring field vehicles, equipment and supplies are adequate for planned field tasks. Performs field interviews and record-keeping for contract transit operators. Assists in the oversight and management of contract transit operators and coordinates with County transit program. Performs sample extraction and laboratory and field tests of construction materials, including soils compaction tests using nuclear soils gauge Maintains radiation records for all users of the nuclear soils gauge. **Engineering Technician III** Inspects major and minor subdivision road construction for land developments for compliance with County standards and conditions of approval Participates in and assist in survey work using a variety of survey instruments and keeping survey notes; supervises computer-aided drafting activities Prepares drafting plans and profile sheets, “p”-line work sheets, profile work sheets, super-elevation calculations, and right-of-way plats and public works project site layout, grading plans, profile and details Issues, inspects and oversees private and commercial encroachment permits on County and/or Zone of Benefit roads	

Inspects work completed under the County Grading Ordinance and Improvement Standards Inspects fuel modification when required on subdivision roads Maintains accurate records and reports Coordinate soils, laboratory and material testing with a qualified consulting firm Supervises consultants and assists in construction materials sample extraction and complex field and laboratory tests Under the direction of an engineer, uses a computer to perform a variety of engineering/survey-related tasks and design of public works infrastructure Under the direction of an engineer or surveyor, uses CAD/GIS to prepare final maps and/or plats. Prepares accurate and complex records, reports, and legal documents Performs hydrology, hydraulic and other engineering calculations, such as the determination of culvert sizes under engineering direction Assists with field reviews and record keeping for contract transit operators Oversees and manages contract transit operators and coordinates with County transit program Manages zone-of-benefit road maintenance program Inspects pavement operations and provide construction oversight of road crew	
EMPLOYMENT STANDARDS **Knowledge of:** **Engineering Technician I and II** General mathematics (including high school algebra and geometry) and drafting Survey and drafting procedures	**<u>EMPLOYMENT STANDARDS</u>** **<u>Knowledge of:</u>** Principles, practices, methods, and materials used in public works and development infrastructure construction. Principles and practices of infrastructure inspection and

Survey instrumentation and functions Survey and design, techniques, instrumentation and functions. The principles of algebra, geometry, and trigonometry Computer automated surveying techniques, including total station, GPS, GIS, data collectors and computer data entry Personal computer operating systems including CAD/GIS software, word processing and data base management Soils and concrete material testing methods Record and report preparation techniques Modern office practices and technology, including the use of computers for word processing, spreadsheet preparation and database management English usage, spelling, grammar and punctuation **Engineering Technician III (in addition)** The uses, physical characteristics, sampling and testing of construction materials including Caltrans testing methods for soils, concrete and asphalt The principles of complex engineering computations The methods, materials, tools, equipment, and supervision of construction engineering Public works construction plans and specifications Engineering plans and specifications Principles of supervision and training	documentation. Principles and practices of organizing and managing inspection records. Modern methods of infrastructure construction. Types of infrastructure construction materials, their use, and variations in their quality. Principles and methods of plan checking. Applicable health, safety, and fire standards in public works construction. Applicable federal, state, and local laws, codes, and ordinances relevant to the area(s) of responsibility. Techniques for providing high customer service by effectively dealing with the public, vendors, contractors, and County staff. The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar. Modern equipment and communication tools, including computers and software programs relevant to the work performed, are used for business functions and programs, project and task coordination, and other tasks.

Ability to:	**Ability to:**
Communicate effectively in both oral and written forms Understand and execute written and oral instructions Establish and maintain positive work relationships with those contacted in the performance of required duties **Engineering Technician I** Learn the operation of surveying instruments Under direction and supervision, learn the operation of computer software Assist in preparation of accurate and complete notes, sketches, plans, and reports Perform drafting work Perform mathematical calculations quickly and accurately **Engineering Technician II** Operate precision surveying instruments Prepare accurate and complete notes, sketches, plans and reports Perform drafting work and to assist in the preparation of engineering designs Perform mathematical calculations quickly and accurately Operate total station, GPS, GIS, data collector, and perform computer data entry/calculations Work with computer operation systems, CAD/GIS software, word processing, and data base software **Engineering Technician III (in addition)** Supervise and train others Operate computer software including drafting and engineering design program, spreadsheet and word processing	Interpret, apply, and explain the policies, procedures, laws, codes, ordinances, and regulations related to building, safety, and zoning and structural requirements. Understand, explain, and apply applicable laws, codes, and regulations. Read and interpret plans, diagrams, and specifications. Apply technical knowledge of building trades work. Sound inspection techniques are used to examine work quality and materials and to detect deviations from plans, specifications, and standard construction practices. Review and check plans for proper design and conformance with codes and ordinances. Make arithmetical calculations quickly and accurately. Keep accurate records. Independently perform the full range of public works inspection duties. Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to the work performed. Effectively use computer systems, software applications relevant to the work performed, and modern business equipment to perform various tasks. Communicate clearly and concisely, orally and in writing, using appropriate English grammar and syntax. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Under engineering supervision, use a computer to design public works infrastructure Supervise and assist in the performance of tests and analysis of construction material samples	
TYPICAL WORKING CONDITIONS Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic hazards, construction and equipment hazards, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dusts, odors, skin irritants, working at heights.	**<u>TYPICAL WORKING CONDITIONS</u>** *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions.* Work is performed in an office and field environment. The incumbent drives on surface streets and may be exposed to traffic hazards, construction and equipment hazards, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, odors, skin irritants, and working at heights.
TYPICAL PHYSICAL REQUIREMENTS Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, bend, crouch, and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.	**<u>TYPICAL PHYSICAL REQUIREMENTS</u>** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.* Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods and intermittently walk, stand, climb, balance, bend, crouch, and reach while performing office duties and/or fieldwork; traverse uneven terrain; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS	**MINIMUM QUALIFICATIONS**
	Education and Experience: *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*
All levels require high school graduation or a GED and possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.	**Education:** Graduation from high school or GED.
Engineering Technician I: One year of experience in field engineering, land surveying, construction and/or computer drafting. One year of technical school training in the areas of land surveying, construction technology, computer-aided drafting/design or equivalent technical fields beyond the high school level may be substituted for the required experience….**or**	**Experience:** *Public Works Inspector I:* Two (2) years of experience in construction, engineering, or a related field.
Engineering Technician II: Three years of technical engineering experience in the areas of land surveying, construction inspection, calculations/drafting of construction projects or computer-aided drafting, 2 years of which must have been in engineering or survey work comparable to an Engineering Technician I. Graduation from an accredited 2-year college with technical training in the areas of land surveying, construction technology, engineering technology, computer-aided drafting/design or equivalent may be substituted for 2 years of the above experience requirement, OR graduation from a 4-year college or university with major course work in civil engineering, architecture, construction management or a closely-related field.….**or**	*Public Works Inspector II:* Four (4) years of experience in construction, engineering, or a related field, Or Two (2) years of employment as a Public Works Inspector I.
Engineering Technician III: Five years of experience equivalent to an Engineering Technician II or Traffic Technician II position; OR graduation from an accredited 2-year college with a minimum of 30 units	**Substitution** Thirty (30) units of coursework in civil engineering, architecture, construction management, or a closely related field may be substituted for one (1) year of experience. *For applicants using education to qualify, a degree or transcripts must be attached to the application.*

of coursework in the areas of land surveying, construction technology, engineering technology, computer-aided drafting/design or equivalent technical fields and three years of experience equivalent to an Engineering Technician II or Traffic Technician II position; OR graduation from an accredited 4-year college with a degree in civil engineering or a closely-related field and 6 months of experience equivalent to an Engineering Technician II or Traffic Technician II position.	
	Additional Requirements Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.* **This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-102

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Two (2) Re-classifications in the Sheriff's Department, an Office Technician Allocation to an Administrative Analyst I/II and an Office Assistant Allocation to an Administrative Technician, Effective March 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve Two (2) Re-classifications in the Sheriff's Department, an Office Technician Allocation to an Administrative Analyst I/II and an Office Assistant Allocation to an Administrative Technician, Effective March 1, 2025.

The reclassification process involves documenting and analyzing the responsibilities, duties, knowledge, skills, and abilities related to a position, with the end goal of determining if the core functions of the position are appropriate for the classification. In this case, Human Resources was requested to review two (2) positions in the Sheriff's Department. Upon review of the details of each request, the determination was made that both classifications met one (1) or more of the following considerations that support reclassification:

- change in the type of work/essential functions;
- change in lead/supervisory responsibilities;
- change in authority for making operational changes or in developing, recommending, and interpreting policies and procedures and the impact to the organization;
- addition of stronger, more complex duties/removal of lower duties; and/or
- change in organizational structure or mandate that affects reporting relationships, level in the organization, amount of management review, and/or interactions. *(*Mariposa County *Job Classification Plan, pg 27-28)*

The following are the current positions currently allocated and the allocation post-reclassification, including the respective salary ranges.

- Office Assistant I/II ($34,342.88 to $44,470.40) to Administrative Technician ($64,581.92 to $78,505.44)
- Office Technician ($53,460.16 to $64,985.44) to Administrative Analyst I/II ($67,830.88 to $92,651.52)

As a result of the changes listed above, the financial impact of the recommended re-classifications for the remainder of this fiscal year (March, April, May, and June of FY 24/25), which include marginal salary differences, benefits, and SSI, are estimated to be approximately $16,000.

Lastly, the Service Employees International Union (SEIU) and Mariposa County Managerial/Confidential Organization (MCMCO) have been notified of the proposed changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Position re-classification may occur on an annual cycle, typically before the fiscal year and occasionally as necessary. Re-classification guidelines are covered in the *Mariposa Job Classification Plan* and each respective employee union. In addition, recommendations for re-classifications have also occurred as suggested findings from organization or salary surveys.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

The allocation changes will not require a budget change due to savings from other budgeted vacant positions in their respective departments. These changes will impact the Year 25/26 budget.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: March 11, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

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

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not applicable

FINANCIAL IMPACT

None

ATTACHMENTS

1. C25-2 Sandra Mazza - Claim Form

CC 25-2

COUNTY OF MARIPOSA CLAIM FORM

RECEIVED

JAN 15 2025

BOARD OF SUPERVISORS

CLAIM OF Sandra Mazza
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Sandra Mazza
Whose address is: 6361 Lake Hill Road
City and State: Coulterville, CA Zip: 95311
Contact Phone: 209-316-4836 Email: MazzaSandra277@gmail.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 1,000,000.00.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ■ Personal Injury
- ☐ Contract
- ■ Other *(Please List)* Emotional Distress

which occurred on 12/23 (MONTH/DAY), 20 24 in the vicinity of *(place where incident occurred)*:

Smith Station Road southeast of Groveland, CA
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

Claimant was a passenger in a vehicle operated by Karen Brogdon, an employee of Respondent's department of In Home Supportive Services. Ms. Brogdon was operating the vehicle in violation of Vehicle Code section 22350. Ms. Brogdon failed to negotiate safely a turn due to excessive speed. Ms. Brogdon lost control of the vehicle. Claimant was injured as a result of the motor vehicle accident caused by Ms. Brogdon.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Karen Brogdon

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

Injuries to Claimant's head (which shattered a window), neck, torso, and lower extremities, including her knee. Claimant has been referred to a mental health specialist due to ongoing anxiety, sleep disorders, and trauma.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $as yet unknown

Loss of earnings $as yet unknown

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

_____ $_____

_____ $_____

Other damages (ITEMIZE)

_____ $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $as yet unknown

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $_____

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $1,000,000.00

All notices or other communications with regard to this claim should be sent to claimant at:

Ben A. Roberts, Esq., 1301 G Street, Modesto CA 95354; ben@robertslegalgroup.com

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.*

Dated: 1/13/2025 Signed _____ Janet S. Guy, Esq.

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.