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
AUGUST 5, 2025

A. 9:01 AM Called to Order and Roll Call

9:01 AM Chair Smallcombe called the meeting to order and noted that Supervisor Menetrey is excused.

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	Excused	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted there would be a hard stop at 11:00 AM for a closed session. She noted CA. 11 had been pulled for a separate vote, and CA. 21 and CA. 22 had been withdrawn and will return on the August 19th agenda. She then read the consent note.

Public comment was received by Lisa Parker/Native Solutions, who thanked Supervisor Kiser and Toso for visiting the facility and touring. She then discussed the facilities and noted that it is a medically licensed facility.

Supervisor Smallcombe commented on CA. 4; she noted she is interested in understanding the amendments to this agreement.

Joe Lynch/County Administrative Officer, in response to Chair Smallcombe noted that CSD put the County on notice, further stating that when one State Department does this, they share it with the rest of the State Departments. He noted this can be a significant issue. He noted things like LIHEAP, Cal Trans, and Public Health accreditation could all be jeopardized. He noted that Smith and Newall had agreed to the contract; if they completed it, CSD would remove the high-risk designation. He noted that if it does not get completed, we would be designated high risk permanently. In response to Mr. Lynch, Chair Smallcombe noted that all are very interested in assuring the County does what it needs to mitigate the risk of a high-risk designation and keep our relationships and reputation in good standing.

Supervisor Toso commented on CA. 6 through 10, noting she is happy to see fire prevention on the agenda.

Supervisor Poe commented on CA. 10, noting that the more he learns about Happy Goat, the more he loves their business. He noted they do a lot for this community and thanked them for all they are doing.

Supervisor Kiser commented on CA. 14, thanking Ms. Parker for the invitation and tour of her facilities. She commended her and her team for the work and services they are providing. She noted that having treatment centers is going to benefit local residents. She noted she looks forward to assisting individuals in getting back to living a fulfilling life.

Supervisor Poe commented on CA. 23, noting he had concerns with picking the cheapest of seven quotes. In response, Director Hansen noted that the price difference raised red flags. However, they are the most qualified bidder.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve One (1) Appraiser I/II and One (1) Assessment-Recording Clerk III Allocation in the Assessor/Recorder Budget, Effective August 1, 2025; Freeze One (1) Appraiser III and One (1) Assessment-Recording Clerk I/II Allocation, Effective August 1, 2025

CA3. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in June 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA4. **Administration**

Approve an Addendum to the Agreement with Smith and Newell in an Amount Not to Exceed $73,700 for the Completion of the Fiscal Year (FY) 23-24 Audit of Financial Statements and $78,120

for the Completion of the Fiscal Year (FY) 24-25 Audit of Financial Statements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($48,314); If Approved, Contingency will be Reduced to $67,508 (4/5ths Vote Required)

CA6. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Allred Fuel Break Phase One Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA7. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Defense Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa Countywide Brush and Chip Program; and Authorize the Board of Supervisors Chair to Sign the Letter

CA9. **Fire**

Approve a Letter of Support for the County of Mariposa's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa County Roadside Vegetation Treatment Phase Two Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA10. **Fire**

Approve a Letter of Support for Happy Goat Inc.'s Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Hoof and Foot Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. **Health and Human Services Agency**

Approve an Agreement with Transformations Counseling and Community Services in an Amount Not to Exceed $592,494 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Mountain Mental Health Increasing the Amount by $80,000 for a New Amount Not to Exceed $680,000 for Specialty Mental Health Counseling; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with Native Solutions Family Guidance Center Dba: TRADE Recovery Center in an Amount Not to Exceed $115,351 for Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Central California Alliance for Health (CCAH) for Drug Medi-Cal Organized Delivery System (DMC-ODS) Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

Approve First Amendment to the Memorandum of Understanding (MOU) with Central California Alliance for Health for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve Budget Action Increasing Client Treatment and Salary Appropriations and Decreasing Transfer Appropriations within the Health Department 401 Budget for Fiscal Year (FY) 24-25 to Pay Expenses Through Year End ($59,000)

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Merced County Community Action Board Dba: Merced County Community Action Agency in an Amount of $2,280 for Training; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $573,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $1,071,145 for Jail-Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA23. **Public Works**

Approve an Agreement with Barth Roofing Company in an Amount Not to Exceed $71,800 for Roof Replacement at Mariposa County Government Center; and Authorize the Board Supervisors Chair to Sign the Agreement

CA24. **Public Works**

Approve Budget Action Transferring Funds from Public Works Facilities to Capital Improvement (CIP) Fund 5501 to Preserve the Costs of the Government Center Roof Project and the Midpines Well Project ($230,250) (4/5ths Vote Required)

CA25. **Sheriff's Office**

Approve an Agreement with the Stanislaus County Sheriff's Office Coroner's Division in an Amount Not to Exceed $150,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Sheriff's Office**

Approve a Three-Year Agreement with Lexipol, LLC in an Amount of $85,493.77 for Law Enforcement and Corrections Policy Manual; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA11. **Fire**

Approve a Letter of Support for Mariposa County Resource Conservation District's (MCRCD) Application to the CAL FIRE Wildfire Prevention Grant for the Yosemite Mountain Ranch Fuels Reduction and Fuel Break Project and the Hunters Valley Prescribed Grazing Project; and Authorize the Board of Supervisors Chair to Sign the Letter

9:20 AM Supervisor Toso recused herself and exited the Chambers.

John Patton/Fire gave the staff report. No public comment.

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

CA21. **Public Works**

Approve the Submission of a Federal Aviation Administration (FAA) Grant Application for Airport Improvement Plan (AIP); Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel); and Approve Budget Action Transferring Funds to Appropriate the Airport Rehabilitation Fund Line ($316,500) (4/5th Vote Required)

RESULT: WITHDRAWN

CA22. **Public Works**

Approve the Submission of the Airport Infrastructure Grant (AIG) Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen provided an update and noted that they would be filing for completion of the water tank installation projects due to fire hazards. She noted they were on budget, and this was an exciting conclusion to the project. She also noted where they stood regarding the Midpines Fire Station, which had also failed. Kudos were received from Supervisors Poe and Smallcombe.

Chris Bernard/Battalion Chief/Cal Fire/County Fire noted that Chief Pendarvis took a position in Madera. He noted that, although his term was short, he had achieved a great deal for Mariposa County. He noted they would be flying his position soon. In response, Mr. Lynch noted that the County is always involved in the interview panel. He noted Chief Pendarvis had done a fantastic job, but this move made the most sense for his family.

Kari Kisela/Chamber of Commerce noted they had a lot of events the previous week, noting National Night Out. She then discussed the TRADE recovery center, which was to be ribbon-cut that same evening. She then listed off a few other events taking place.

Steve Engfer/Planning Director, gave updates about the development code project, noting that the Planning Commission would be meeting on an upcoming Friday. He noted they would be looking at alternatives to different housing units. He then discussed other projects Planning has been working on.

Jeremy Briese/Sheriff noted that the Sheriff's Foundation had an updated website. It could be located at www.mariposacsf.org. He noted their focus is on supporting the Sheriff's Office staff. He discussed the various initiatives the foundation undertakes to support the community, including youth programs, fire assistance, mountain crisis services, and senior programs, among others. He noted this was a group that was just sitting and asking for money; they were out in the community doing a lot of good things. Sheriff Briese gave an update on the Marijuana Enforcement Team, noting they had executed a warrant in another county. He then noted they had four deputies who had almost completed their field training, and an additional three were in training. He stated they would do a ceremonial swearing-in of the Board Chambers of these new individuals. He then circled back to the foundation, noting that if an individual wanted to become a member, they could sign up. He then noted that there has been a rise in crime and street drugs, noting they would be exploring creating street crime drug teams so they can identify, investigate, and attack the problem. He noted that they would be partnering with Probation, as the goal is not just to get people out of trouble, but to take proactive measures to help individuals return to a normal and healthy lifestyle. He then noted the Sheriff's Office would be out at National Night Out.

Board discussion ensued regarding the Brown Bag program and the Sheriff's progress in locating an alternative to S.P.C.A.

G. Public Comment on Non-Agenda Items

No public comment received in the Chambers. See previous submittal.

1. **Clerk of the Board**

Public Comment on Non-Agenda Items Received

Recess Board of Supervisors

10:07 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:08 AM Chair Toso called to order the Local Transportation Commission (LTC) meeting.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving the State of Good Repair (SGR) Project List for Fiscal Year (FY) 25-26

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. She noted the second paragraph had a correction. No public comment was received.

CORRECTION: 25/26

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

2. **Public Works**

Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year (FY) 24-25

Jeannie Morvary-Clayton gave the staff report. No public comment was received.

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

Adjourn LTC

10:12 AM Chair Toso adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:12 AM Chair Smallcombe reconvened the Board meeting.

I. Regular Agenda Items

1. **Administration**

Adopt a Resolution of Intention to Lease Real Property APN 011-190-011 in the Hornitos Area for grazing

Robert Stark/Administrative Analyst, gave the staff report. No public comment was received.

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

2. **Administration**

Approve Amendments to the County Voluntary Time Off Program Policy

Robert Stark gave the staff report. Joe Lynch further clarified the changes. No public comment was received.

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

J. Closed Session

Chair Smallcombe read the items from the closed session. No public comment was received on any of the closed-session items.

Closed Session Item 4 was withdrawn and rescheduled to the August 19th, 2025, Board meeting.

10:22 AM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9): Cox v. County of Mariposa case no. 1-19-01105-AWI-BAM

RESULT:	WITHDRAWN

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

RESULT: WITHDRAWN

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Name of Case: Matatia Bass v. County of Mariposa Claim No 22-166855

RESULT: WITHDRAWN

4. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9; Number of cases to be discussed: 1

RESULT: WITHDRAWN

K. 2:00 PM COUNTY SERVICE AREA 1M (Don Pedro)

2:00 PM Chair Smallcombe called the meeting of County Service Area 1M (Don Pedro) to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Administration**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year (FY) 25-26

Robert Stark gave the staff report. No public comment was received.

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

Adjourn CSA 1M

2:05 PM Chair Smallcombe adjourned the meeting of CSA 1M.

Reconvene as Board of Supervisors

2:05 PM Chair Smallcombe reconvened the Board meeting.

Report Out

2:05 PM Chair Smallcombe reported out of closed session that the following took place:

- Closed Sessions one through three, Information was Received and Direction was Given.
- Closed Session four was withdrawn and will return on August 19th, 2025.

L. Board Information

Information Received.

M. Adjournment

2:10 PM Chair Smallcombe adjourned in memory of Russell Bockhop, Angel Ortiz, Fred Friedland, Kerstin Friedland, Mary Wyly, and William Long.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-298

MEETING:	August 5, 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

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 III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-299

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve One (1) Appraiser I/II and One (1) Assessment-Recording Clerk III Allocation in the Assessor/Recorder Budget, Effective August 1, 2025; Freeze One (1) Appraiser III and One (1) Assessment-Recording Clerk I/II Allocation, Effective August 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve One (1) Appraiser I/II and One (1) Assessment-Recording Clerk III Allocation in the Assessor/Recorder Budget, Effective August 1, 2025; Freeze One (1) Appraiser III and One (1) Assessment-Recording Clerk I/II Allocation, Effective August 1, 2025.

Due to the appointment of Tammie Guenthart as the new Assessor/Recorder, a departmental reorganization is necessary to maintain the efficiency and effectiveness of operations. These changes are critical to meeting statutory requirements, including the timely and accurate completion of property appraisals and closure of the annual tax roll.

The proposed personnel actions will support the department's ability to fulfill its mandated duties without interruption. Two current employees will be promoted as part of the reorganization, ensuring continuity of knowledge and operations within the department.

These changes result in no net increase to staffing levels but are designed to better align responsibilities and job classifications with the department's operational needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Appraiser I/II position was created 04/04 (B/S Res. No. 04-171) and revised 02/06 (B/S Res. No. 06-73); 05/18 (B/S Res. No. 18-234); and 03/20 (B/S Res. No. 20-152).

The Assessment-Recording Clerk III was created 12/94 (B/S 94-530) and revised 10/07 (B/S 07-476); and 03/20 (B/S Res. No. 20-152).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the proposed changes may lead to delays in closing the annual tax roll, reduced efficiency in property assessments, and staff working out of class to manage the increased workload.

FINANCIAL IMPACT

The salary savings generated by freezing a higher-level Appraiser III position and hiring at the Appraiser

I/II level will help offset the increased cost associated with the Assessment-Recording Clerk III position.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in June 2025 Pursuant to the County Budget Control and Fiscal Management Policy

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RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in June 2025 Pursuant to the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in June of 2025. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County Budget Control and Fiscal Management Policy authorizes the CAO to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Log BAF - CAO-Auditor-signed June 2025**
2. **FY2025_End_of_the_year_Mental_Health_Budget_Action__3_20250605.xlsx - Copy**
3. **BAF_Dept_402_06-17-2025_$45,000**

VOTE RESULT

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

EXCUSED: District V Supervisor Miles Menetrey

Budget Action Form Log - DocuSigned June 2025 - CAO/Auditor

Item	File Name	Fund	Dept	Account	FY	Description on BAF	Increase	Decrease	Initiator	Date Routed	Date Complete	Copy in BAF Folder
1	FY2025_End_of_the_year_Mental_Health_Budgt_Action__3_ 20250605	3536	402	60519	25	Client - Contracted Program Costs	20,000		R. Ridenhour	6/9/2025	6/10/2025	✓
		3536	402	80221		Cost Allocation Overhead Transfer		20,000				
2	BAF_Dept_402_06-17-2025_$45,000	3653	402	70111	25	Building Improvements		45,000	L. Norman	6/24/2025	6/25/2025	✓
		3653	402	60301		Professional Services	45,000					
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
	totals						65,000	65,000				

Docusign Envelope ID: 9B616965-7641-45BD-96E5-042018DC59DB

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3536	402	60519	Client - Contracted Program Costs		20,000	
3536	402	80221	Cost Allocation Overhead Transfer			20,000
	FY2025 End of the year Mental Health Budget Action #3 20250606					
				TOTALS	20,000	20,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: 2025

DEPARTMENT HEAD SIGNATURE DocuSigned by: Kristina Kelley EF22BFCD1BA4C6... DATE 6/9/2025 | 11:20 AM PDT

AUDITOR SIGNATURE DocuSigned by: Luis M. Miranda F23C500CC0A8412... DATE 6/10/2025 | 2:01 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9G760F0DDEF94BE... DATE 6/10/2025 | 2:06 PM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 7740022E-9012-4B79-B20F-8F26D931AC7A

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3653	402	70111	Building Improvements			45,000
3653	402	60301	Professional Services		45,000	
				TOTALS	45,000	45,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: FY 24-25

DEPARTMENT HEAD SIGNATURE DocuSigned by: RKelley DATE 6/17/25

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 6/25/2025 | 9:19 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 6/25/2025 | 9:27 AM PDT

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-300

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Addendum to the Agreement with Smith and Newell in an Amount Not to Exceed $73,700 for the Completion of the Fiscal Year (FY) 23-24 Audit of Financial Statements and $78,120 for the Completion of the Fiscal Year (FY) 24-25 Audit of Financial Statements; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Addendum to the Agreement with Smith and Newell in an Amount Not to Exceed $73,700 for the Completion of the Fiscal Year (FY) 23-24 Audit of Financial Statements and $78,120 for the Completion of the Fiscal Year (FY) 24-25 Audit of Financial Statements; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement is in support of the completion of the Fiscal Year 2023-2024 (FY24) and Fiscal Year 2024-2025 (FY25) audited financial statements with Smith & Newell, which include:

- Single Audit
- Transportation Commission Financial Audit
- Transit Fund Financial Audit
- Transportation Commission Triennial Performance Audit
- Transit Fund Triennial Performance Audit

If this addendum is approved, we will be doing everything we can to ensure the completion of FY24 financial statements by December 31st, 2025 and FY25 financial statements by March 31st, 2026. Language was added to the addendum to indicate that the County will respond to data requests within five (5) business days to ensure the deadline is met. With the contract in place, the team will be able to move forward with scheduling the on-site visits and getting the County in compliance, once again, with required audit deadlines.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 19, 2016, the Board approved a four-year agreement with Smith and Newell to complete an audit for fiscal years 2015/2016 through 2018/2019 with Board Resolution 2016-171.

On July 7, 2020, the Board approved an addendum to the agreement to complete an audit for fiscal year 2019/2020 with Board Resolution 2020-370.

On July 13, 2021, the Board approved an addendum to the agreement to complete an audit for fiscal year 2020/2021 with Board Resolution 2021-408.

On September 13, 2022, the Board approved an addendum to the agreement to complete an audit for fiscal year 2021/2022 with Board Resolution 2022-508.

On September 17, 2024, the Board approved an addendum to the agreement to complete an audit for fiscal year 2022/2023 with Board Resolution 2024-399.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; the County will be unable to move forward with the completion of the FY24 and FY25 audited financial statements.

FINANCIAL IMPACT

The budget will be updated to support additional audit costs during balancing adjustments.

ATTACHMENTS

1. **FY24 and FY25 Audit Addendum**
2. **Original Smith and Newell Agreement**

VOTE RESULT

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

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and among Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", the COUNTY OF MARIPOSA, hereinafter referred to as "COUNTY", and the GRAND JURY OF THE COUNTY OF MARIPOSA, hereinafter referred to as "GRAND JURY", this ___ day of _____, 2025, and affects Scope of Services Required of the original proposal dated December 29, 2015 and approved by the Mariposa County Audit Agreement, Board Resolution 16-171, on May 5, 2016 (copy attached).

WITNESSETH:

This contract is hereby amended as follows:

SCOPE OF WORK: AUDITOR shall audit the fiscal records of the County of Mariposa for the fiscal year ending June 30, 2024 and 2025, in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

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

Required Audit Services	FY24 Maximum Fee	FY25 Maximum Fee
County Financial Audit	$57,530	$60,980
Audit of Federal Expenditures (Includes up to 4 Programs)*	$10,500	$11,130
Transportation Commission Financial Audit	$2,835	$3,005
Transit Fund Financial Audit	$2,835	$3,005
Grand Total	$73,700	$78,120

*Additional programs will be billed at $2,100 each

TERMS: The term of the original contract shall be extended until June 30, 2026, for the services contemplated in this contract addendum.

AUDIT COMPLETION: Both parties agree to make a good faith effort to complete the FY24 audit report by November 30, 2025, and the FY25 audit report by March 15, 2026. COUNTY shall provide information in response to AUDITOR requests within five (5) business days of receiving the request. AUDITOR shall complete any audit conducted pursuant to this Agreement—including finalizing findings, delivering a written report, and addressing any related communication by November 30, 2025 for FY24, and March 15, 2026 for FY25. If COUNTY fails to provide information in a timely manner, COUNTY recognizes that AUDITOR may need additional time to complete the audit.

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

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

2025-26 MARIPOSA COUNTY GRAND JURY

By_____

Title_____

Date_____

SMITH & NEWELL CPAs

By_____

Title_____

Date_____

MARIPOSA COUNTY BOARD OF SUPERVISORS

By_____

Title_____

Date_____

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

By_____

Title_____

Date_____

ATTEST: _____

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
WALTER WALL
County Counsel

RES NO. 16-171

MARIPOSA COUNTY AUDIT AGREEMENT

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

Witnesseth:

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

Penal Code Section 925 reads as follows:

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

Government Code Section 25250 reads as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CPA shall file copies of the management report as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SMITH & NEWELL

Date: 04-06-2016

By: Marilee Smith

Printed: MARILEE SMITH

Title: PARTNER

2015-16 MARIPOSA COUNTY GRAND JURY

Date: 5-2-16

By: [signature]

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: [signature]

JOHN CARRIER
Title: Chairman
Mariposa County Board of Supervisors

Attest:

Rene LaRoche
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
STEVE DAHLEM
County Counsel

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-301

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($48,314); If Approved, Contingency will be Reduced to $67,508 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($48,314); If Approved, Contingency will be Reduced to $67,508 (4/5ths Vote Required).

Indigent Defense expenses have been significant this year. There are a couple of big cases, the minimum hourly rate has gone up, and the lawyers on contract are increasingly unable to litigate cases because of conflicts. For all of these reasons, we are increasing the budget to ensure that we can pay bills through the end of FY25.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-268: Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will run out of money to pay Indigent Defense expenses. Budget actions are processed regularly at the end of the fiscal year when expenses do not perfectly align with the budget.

FINANCIAL IMPACT

This will reduce the contingency fund by $48,313.36.

ATTACHMENTS

1. **Budget Action 8.5.25**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe

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

EXCUSED: District V Supervisor Miles Menetrey

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	Contingency Designation			48,313
1001	206	60318	Legal Services		48,313	
				TOTALS	48,313	48,313

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE DATE 7/23/2025

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT ADMINISTRATION

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-302

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Larry Pendarvis, Division Chief

RE: Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Allred Fuel Break Phase One Project; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Allred Fuel Break Phase One Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Allred Fuel Break, Phase One, addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. LOS Allred FB-BOS 2025 FSC

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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

LETTERHEAD HERE

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

July , 2025

Re: Letter of Support for 25-WP-MMU – Allred Fuel Break, Phase One

To Whom It May Concern:

The Mariposa County Board of Supervisors are pleased to support grant application 25-WP-MMU- Allred Fuel Break, Phase One, submitted by the Mariposa County Fire Safe Council, Inc. This fuel break is a priority implementation project for the safety of our town and the community of Bootjack. It is a priority project for the Cal Fire MMU Battalion 2, it is supported by the Mariposa County Fire Advisory Committee, the Mariposa County Fire Chief, and it is a project implementing the goals of the Mariposa Community Wildfire Protection Plan (CWPP).

The town of Mariposa is the largest community in Mariposa County. It is the county seat and the center of all county infrastructure. More than 30% of the entire county population live within the influence zone of Allred Ridge. The town of Mariposa is identified as a community at risk by Cal Fire, and the project area is identified as a Very High Fire Hazard Severity Zone (FHSZ 2024). It is also a Tier 3 EXTREME Fire Threat Zone (2021 CPUC).

State Route 49 is the primary transportation and evacuation pathway for the county and Yosemite National Park. It travels at the base of Allred Ridge Fuel Break. The strategic location of Allred Fuel Break, Phase One allows for the defense of the evacuating populace, and effective monitoring of fires in all four directions. It would allow Cal Fire to set up a strong and effective defensive line to stop fires from entering Bootjack, or conversely, downtown. It will allow for enhanced retardant drops, efficient backfires, and will improve containment probability.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from the consequences of drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel breaks, like Allred Fuel Break and Phase One, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community. This fuel break will establish a ridgeline resilient to wildfire while providing firefighters a safe location to stage an effective fire fight.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Allred Fuel Break, Phase One Project.

Sincerely,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-303

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Larry Pendarvis, Division Chief, Chris Trindade, Unit Chief

RE: Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Defense Project; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Defense Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Ponderosa Defense Project addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan. Through this project, the Fire Safe Council is coordinating with other organizations, including CAL FIRE, Happy Goat Inc., and Sierra Foothill Conservancy to address the risk of extensive fuel loading in the Ponderosa Basin area.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. LOS Ponderosa Defense-BOS 2025 FSC

VOTE RESULT

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

LETTERHEAD HERE

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

July , 2025

Re: Letter of Support for 25-WP-MMU-Ponderosa Defense

To Whom It May Concern:

The Mariposa County Board of Supervisors are pleased to support grant application 25-WP-MMU-Ponderosa Defense, submitted by the Mariposa County Fire Safe Council, Inc. This fuel break is a priority implementation project for the safety of the community of Poderosa Basin, and Yosemite National Park just over the ridge. It is a priority project for the Cal Fire MMU Battalion 2, it is supported by the Mariposa County Fire Advisory Committee, the Mariposa County Fire Chief, and it is a project implementing the goals of the Mariposa Community Wildfire Protection Plan (CWPP).

Ponderosa Basin is identified as a community at risk by Cal Fire, and the entirety of the project area is identified as a Very High Fire Hazard Severity Zone (FHSZ 2022). It is also a Tier 3 EXTREME Fire Threat Zone (2021 CPUC).

State Route 49 is a primary transportation and evacuation pathway for the county and Yosemite National Park. It travels parallel to the Ponderosa Defense Project. The highway has been an ignition point in the past. The location of this project is a critical defense for the community of Ponderosa Basin, and Yosemite National Park just over the ridge. It also allows for the defense of the evacuating populace on SR-49, It would allow Cal Fire to set up a strong and effective defensive line to stop fires from entering Ponderosa Basin. It will allow for enhanced retardant drops, efficient backfires, and will improve containment probability.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from the consequences of drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel breaks, like Ponderosa Defense, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community. This fuel break will establish a ridgeline resilient to wildfire while providing firefighters a safe location to stage an effective fire fight.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Ponderosa Defense Project.

Sincerely,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-304

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Larry Pendarvis, Division Chief, Chris Trindade, Unit Chief

RE: Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa Countywide Brush and Chip Program; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa Countywide Brush and Chip Program; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Mariposa Countywide Brush and Chip Program addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan. This project provides brushing and chipping services to Mariposa residents at no cost to the residents in an effort to assist with PRC 4291 Defensible Space requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. LOS Board of Supervisors CB&C FSC

VOTE RESULT

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

AGENCY HEADER HERE

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

July , 2025

Re: Letter of Support for 25-WP-MMU-Mariposa Countywide Brush and Chip

To Whom It May Concern:

The Mariposa Board of Supervisors are pleased to support 25-WP-MMU-Mariposa Countywide Brush and Chip program submitted by the Mariposa County Fire Safe Council, Inc.

The Mariposa Community Wildfire Protection Plan (CWPP) discusses Fire Adapted Communities, placing a strong emphasis on defensible space fuel removal as a high priority for the safety of the WUI homes in Mariposa County. The Mariposa County Fire Safe Council has a fantastic track record of implementing an efficient and effective brushing and chipping program countywide. We would like to see this essential program continue. Without it, many low-income residents will not be able to meet the PRC 4291 requirements, placing them, and their neighbors, at greater risk of loss and potential death in a wildfire scenario. Not being able to clear around homes and routes of ingress/egress also puts fire fighters and first responders in harm's way when they attempt to evacuate the community.

The Chipping component of the Brush and Chip program is a significant support in the county effort to reduce Green House Gas emissions. Every pile chipped is a pile not burned. The chips remain on site to add to soil health and weed suppression, which increase landscape resiliency.

The Brush and Chip grant has been recommended for support to the Board of Supervisors by the Mariposa County Fire Advisory Council (MCFAC). The Mariposa County Board of Supervisors established MCFAC as a multi-stakeholder group engaging a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors. MCFAC is comprised of state, federal, and county agencies as well as non-governmental organizations dedicated to improving our collective capacity to deal with emerging and urgent wildfire threats to our county's communities. The Brushing and Chipping program is endorsed and fully supported by the MCFAC collaborative.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Mariposa Countywide Brush and Chip Program.

Sincerely,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-305

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Larry Pendarvis, Division Chief, Chris Trindade, Unit Chief
RE:	Approve a Letter of Support for the County of Mariposa's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa County Roadside Vegetation Treatment Phase Two Project; and Authorize the Board of Supervisors Chair to Sign the Letter

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for the County of Mariposa's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa County Roadside Vegetation Treatment Phase Two Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Mariposa County Roadside Vegetation Treatment Phase 2 project addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan. This project will consist of the use of herbicide treatments to inhibit and prevent vegetation growth soon after physical fuel removal treatments up to 26' from road center along 153 miles of County-maintained roadways. This Project extends the effective timeline of the fuels treatments completed by Public Works Roads and those funded by the 2023 CAL FIRE Wildfire Prevention Grant currently in implementation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa County Letter of Support WF Prev 2025

VOTE RESULT

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

[Mariposa County Letterhead]

July 10, 2025

Via Grant Portal

Subject: Letter of Support – CAL FIRE Wildfire Prevention Grant Application

Dear CAL FIRE Wildfire Prevention Grant Team,

The Mariposa County Board of Supervisors is committed to reducing wildfire risk and protecting the residents, infrastructure, communities, properties, and landscapes of Mariposa County. In alignment with this commitment, the Board enthusiastically supports the County of Mariposa's application for CAL FIRE's Wildfire Prevention Grant to fund the *Mariposa County Roadside Vegetation Treatment Phase 2* project, which will continue critical roadside vegetation treatment in high and very high fire hazard severity zones.

This proposed fuels reduction project directly supports the risk mitigation strategies outlined in the Mariposa County Community Wildfire Protection Plan (CWPP) and will deliver measurable benefits to public safety, infrastructure resilience, and property protection, offering safe egress and evacuation while reinforcing a substantial system of fuel breaks along roadways throughout the county.

This project has been formally recommended to the Board of Supervisors by the Mariposa County Fire Advisory Committee (MCFAC), a collaborative group of fire risk reduction professionals and stakeholders. MCFAC includes representatives from CAL FIRE, Mariposa County departments, the Mariposa Fire Safe Council, Mariposa Resource Conservation District, Southern Sierra Miwuk Nation, Sierra Foothill Conservancy, University of California Cooperative Extension, Sierra Telephone, PG&E, U.S. Forest Service, Bureau of Land Management, Caltrans, Yosemite Sequoia Resource Conservation & Development Council, Southwest Interface Team, Happy Goat Farm, and members of the public.

Working collaboratively, MCFAC evaluates wildfire risks, develops strategic mitigation projects, and makes recommendations to the Board of Supervisors. This roadside vegetation treatment project was identified by MCFAC as a high priority and received full support from its members.

We appreciate your consideration of this grant application and your ongoing commitment to wildfire prevention across California.

Sincerely,

Rosemarie Smallcombe, Chair

Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-306

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Larry Pendarvis, Division Chief, Chris Trindade, Unit Chief

RE: Approve a Letter of Support for Happy Goat Inc.'s Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Hoof and Foot Project; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Happy Goat Inc.'s Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Hoof and Foot Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Ponderosa Hoof & Foot Project addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan. Through this project, the Happy Goat Inc. is coordinating with other organizations, including CAL FIRE, Mariposa Fire Safe Council, and Sierra Foothill Conservancy to address the risk of extensive fuel loading in the Ponderosa Basin area.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa County Board of Supervisors - Support Letter Template - Happy Goat

VOTE RESULT

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

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

Date: July 11, 2025

Re: Letter of Support – CAL FIRE Wildfire Prevention Grant Application – Happy Goat, Ponderosa Hoof & Foot Defense Project

Dear CAL FIRE Grant Review Committee,

On behalf of the Mariposa County Board of Supervisors and with recommendation from the Mariposa County Fire Advisory Council (MCFAC), we are pleased to express our strong support for Happy Goat's application to the CAL FIRE Wildfire Prevention Grant Program for the Ponderosa Hoof & Foot Defense Project.

This project is a timely and strategic investment in wildfire risk reduction for the Ponderosa Basin area, which remains highly vulnerable to severe wildfires. The initiative builds on prior successful efforts and brings a community-led approach that blends prescribed grazing, defensible space treatments, and public education.

Happy Goat's innovative use of managed goat browsing offers a scalable, low-impact fuel reduction strategy that aligns with CAL FIRE's goals. The team has deep local roots, a solid performance history, and the ability to engage both private and public stakeholders effectively.

In coordination with the Mariposa Fire Safe Council's parallel fuel break work, this project will support a broader, regional wildfire defense strategy. Notably, Happy Goat plans to subcontract with the Sierra Miwuk hand crew to clear hazardous vegetation along key evacuation corridors—including Chowchilla Mountain Road, Harris Road, and Highway 49—creating critical defensible space and improving access for emergency response.

This project supports Mariposa County's broader goals of ecological stewardship, sustainable land use, and public safety. Its inclusion of education and landowner collaboration further ensures long-term resilience and impact.

We thank CAL FIRE for its leadership and respectfully urge full consideration of this application.

Sincerely,

Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-307

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Larry Pendarvis, Division Chief, Chris Trindade, Unit Chief
RE:	Approve a Letter of Support for Mariposa County Resource Conservation District's (MCRCD) Application to the CAL FIRE Wildfire Prevention Grant for the Yosemite Mountain Ranch Fuels Reduction and Fuel Break Project and the Hunters Valley Prescribed Grazing Project; and Authorize the Board of Supervisors Chair to Sign the Letter

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Mariposa County Resource Conservation District's (MCRCD) Application to the CAL FIRE Wildfire Prevention Grant for the Yosemite Mountain Ranch Fuels Reduction and Fuel Break Project and the Hunters Valley Prescribed Grazing Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The CAL FIRE Wildfire Prevention Grant has regularly been utilized as a funding source for critical wildfire mitigation projects and activities in Mariposa County. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Yosemite Mountain Ranch Fuels Reduction and Fuel Break Project and the Hunters Valley Prescribed Grazing Project both address Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. BOS LOS RCD

VOTE RESULT

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... JENNI KISER
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

August 5, 2025

Department of Forestry and Fire Protection
Attn: Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

RE: Mariposa County Resource Conservation District 25-WP-MMU Wildfire Prevention Grant Applications

Dear Grant Manager,

The Mariposa County Board of Supervisors is pleased to support the Mariposa County Resource Conservation District's applications for the Wildfire Prevention Grant program. Both projects meet the objectives of our Community Wildfire Protection plan and have been recommended for approval by the Mariposa County Fire Advisory Committee.

The Yosemite Mountain Ranch Fuels Reduction and Fuel Break (YMR) project is part of a larger collaborative effort to tie in to existing and planned fuels breaks protecting the heavily forested areas near the community of Fish Camp, the South Gate entrance to Yosemite National Park, and the Sierra National Forest.

This project builds on previous work funded by CAL FIRE and the Wildlife Conservation Board and is vital to reducing the threat of high intensity wildfire impacting the community as well as protecting the cornerstone of the local economy which is tourism to the National Park and National Forest. Fuels reduction and linking existing fuel breaks provide for a more resilient landscape, protect evacuation routes, and provide firefighters with areas to stage a stand against wildfire

The Hunters Valley Prescribed Grazing project addresses an area that burned in the Pedro Fire in 2024. CAL FIRE and BLM have been collaborating on fuel break improvement and maintenance in the critical hazardous fuels area, and support for adding prescribed grazing will strengthen and extended wildfire risk reduction and community protection. We urge you to fund both applications as critical links in the protection of Mariposa County.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisor

August 17, 2025

Department of Forestry and Fire Protection
Attn: Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

RE: Mariposa County Resource Conservation District 25-WP-MMU Wildfire Prevention Grant Applications

Dear Grant Manager,

The Mariposa County Board of Supervisors is pleased to support the Mariposa County Resource Conservation District's applications for the Wildfire Prevention Grant program. Both projects meet the objectives of our Community Wildfire Protection plan and have been recommended for approval by the Mariposa County Fire Advisory Committee.

The Yosemite Mountain Ranch Fuels Reduction and Fuel Break (YMR) project is part of a larger collaborative effort to tie in to existing and planned fuels breaks protecting the heavily forested areas near the community of Fish Camp, the South Gate entrance to Yosemite National Park, and the Sierra National Forest.

This project builds on previous work funded by CAL FIRE and the Wildlife Conservation Board and is vital to reducing the threat of high intensity wildfire impacting the community as well as protecting the cornerstone of the local economy which is tourism to the National Park and National Forest. Fuels reduction and linking existing fuel breaks provide for a more resilient landscape, protect evacuation routes, and provide firefighters with areas to stage a stand against wildfire

The Hunters Valley Prescribed Grazing project addresses an area that burned in the Pedro Fire in 2024. CAL FIRE and BLM have been collaborating on fuel break improvement and maintenance in the critical hazardous fuels area, and support for adding prescribed grazing will strengthen and extended wildfire risk reduction and community protection. We urge you to fund both applications as critical links in the protection of Mariposa County.

Sincerely,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-308

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Transformations Counseling and Community Services in an Amount Not to Exceed $592,494 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Transformations Counseling and Community Services in an Amount Not to Exceed $592,494 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Transformations Counseling and Community Services, also known as the 'After-Hours Mobile Crisis Response Team' (AHMCRT) provides face-to-face evaluation and support for individuals experiencing a behavioral health crisis. Utilizing a two-person team, the AHMCRT travels to the location of the individual in crisis to conduct assessments for danger to self, danger to others, and grave disability. If necessary, they will issue a California 5150/5585 hold. In addition, the AHMCRT ensures immediate linkage to services and ongoing care for the individual in crisis utilizing the standard referral form for both mental health and substance use disorder services. These referrals should be emailed to medical records and the HHSA Triage, Response, Assessment of Crisis (TRAC) team.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an Agreement with Transformations in the Amount of $150,000 for Counseling Services through Resolution Number 2024-460 on August 15, 2023,

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the agreement will force Health and Human Services Agency to seek an alternate provider and incur the increased risk for non-compliance with federal and state laws for mental health services.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Transformations Counseling and Community Services Agreement 2026**
2. **After Hour Crisis_Exhibit B**
3. **After Hours Crisis RFP_ Exhibit A**

VOTE RESULT

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

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Christine Doss Dba: Transformations Counseling & Community Services, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling 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 $592,494 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.

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:
Transformation Counseling & Community Services
5010 Hwy 140 Suite A
Mariposa, CA 95338

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.

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	Christine Doss, Director Christine Doss Dba: Transformation Counseling & Community Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit B
COST PROPOSAL

I. Monthly Invoicing and Payment:

a. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding unless a written amendment to the Agreement is executed by the parties.
b. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.
c. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
d. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.
e. All payment invoices shall be submitted to the following address:
   Mariposa Behavioral Health and Recovery Services
   PO Box 99
   Mariposa, CA 95338
f. Final approved services must be submitted on an itemized invoice.
g. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.
h. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
   i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
   ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
   iii. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.
   iv. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
   v. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
   vi. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the

documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

i. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

II. After Hours Budget:

This contract is not to exceed $592,494.00 annually.

Budget Summary	Estimated Amount
A. Personnel	**$542,394.00**
Administration	$140,400.00
Crisis Worker	$260,640.00
Staff Training	$5,000.00
Fringe Benefits	$136,354.00
B. Equipment	**$1,500.00**
Satellite Phone	$1,500.00
C. Overhead	**$48,600.00**
Rent	$15,000.00
Software / Online Subscriptions	$6,600.00
Accounting / Payroll Services	$3,000.00
Insurance	$2,400.00
Phone Services	$2,400.00
IT Support	$12,000.00
Supplies	$1,800.00
Gas / Insurance	$5,400.00
EHR / Insync Costs	-
TOTAL PROGRAM COSTS	**$592,494.00**

Exhibit A
SCOPE OF WORK

I. Introduction

a. The purpose of this attachment is to:
    i. Provide a detailed description of the services to be delivered for Mariposa County Health and Human Services Agency (HHSA) by the independent contractor. This contractor, also known as the 'After-Hours Mobile Crisis Response Team' (AHMCRT) in this attachment, is selected to offer mobile crisis response services on behalf of the HHSA.
    ii. Clarify contract provider responsibility.

II. Description of Services:

a. Overview of the Program
    i. The AHMCRT provides face-to-face evaluation and support for individuals experiencing a behavioral health crisis. Utilizing a two-person team, the AHMCRT travels to the location of the individual in crisis to conduct assessments for danger to self, danger to others, and grave disability. If necessary, they will issue a California 5150/5585 hold. In addition, the AHMCRT ensures immediate linkage to services and ongoing care for the individual in crisis utilizing the standard referral form for both mental health and substance use disorder services. These referrals should be emailed to medical records and the HHSA Triage, Response, Assessment of Crisis (TRAC) team.
b. Staffing Requirements
    i. One of the staff must be a Licensed Practitioner of the Healing Arts (LPHA) or a Licensed Mental Health Professional (LMHP); this can include a licensed physician, licensed psychologist, licensed clinical social worker, licensed professional clinical counselor, licensed marriage and family therapist, registered nurse, licensed vocational nurse, or licensed psychiatric technician.
        1. If a LPHA or LMHP cannot be onsite, there must be at least two AHMCRT that are considered mental health staff (as outlined below) onsite who have immediate access to an LPHA or LMHP via telehealth or telephone.
    ii. Mental Health Staff Members must be one of the following:
        1. Waivered/registered clinical social worker,
        2. Waivered/registered professional clinical counselor,
        3. Waivered/registered marriage and family therapist,
        4. Certified nurse specialist,
        5. Occupational therapist,
        6. Physician assistant,
        7. Peer support specialist,
        8. Pharmacist,
        9. Other qualified provider,
        10. AOD counselor,
        11. Emergency medical technicians,
        12. Community health workers,
        13. Paramedics
        14. Mental health rehabilitation specialist

iii. When responding to the Jail, Mariposa County Juvenile Hall, or to JCF Hospital, only a one-person response is required. For every other behavioral health crisis response, two AHMCRT members are required to respond.
    1. One member of the two-member team must be an LPHA or a LMHP and if the LPHA/LMHP is unable to be onsite, there must be at least two AHMCRT members that are considered mental health staff onsite who have immediate access to an LPHA/LMHP.
    2. One staff member will be trained, must carry and be able to administer naloxone.

c. Crisis Response
    i. The AHMCRT is expected to review the electronic health records of every individual they are contacted about. This includes assessing the current diagnosis, history of symptoms, and any past hospitalizations. Whenever possible, the AHMCRT will also coordinate with the individual's clinician and medical provider to ensure comprehensive and informed care.
    ii. The AHMCRT must be available for an in-person response to any location they are requested to.
        1. AHMCRT must return the call to the requesting agency within **15 minutes**.
        2. If the call requires a field response, including John C. Fremont (JCF) Hospital or the Mariposa County Adult Detention Facility (Jail), the AHMCRT must respond in person within **one (1) hour**.
            a. For Outlying areas of the county, such as Greeley Hill, Coulterville, La Grange, Don Pedro, Yosemite, El Portal, and Fish Camp, the AHMCRT must respond in person within **two (2) hours**.
            b. When the Mariposa County Sheriff's office requests the AHMCRT to accompany them on a field assignment, the AHMCRT will coordinate with the Mariposa County Sheriff's Deputy to meet and respond in a timely manner or arrange to meet at the specified location.
    iii. It is the standard expectation that AHMCRT shall dispatch in person to all requests to respond and/or BH crisis situations. The AHMCRT shall utilize the approved Dispatch Screening Tool to assist in determining the most appropriate type of response (e.g., joint response with law enforcement, sequential response following law enforcement's determination of scene safety, etc.). If there are concerns regarding personal or situational safety. The contractor must have a plan in place to address these concerns and coordinate with the Sheriff's Office as appropriate. Coordination with the Sheriff's Office should be limited to the aforementioned situations.
        1. Any refusal to dispatch in person or no show by AHMCRT shall be subject to review to ensure compliance with Department of Health Care Services (DHCS) dispatch guidelines as outlined in the Dispatch Screening Tool, as well as alignment with clinical appropriateness. If a refusal or now show is deemed inappropriate, contractor may be subject to a corrective action plan and/or termination of the contract.

d. Initial Assessment
    i. The AHMCRT will possess a foundational understanding of individual and group behavior, current mental health issues, and the principles of interviewing

and problem-solving methodologies. They will be knowledgeable about the basic techniques for interviewing and recording crisis notes, conducting 5150 assessments, and managing hospitalizations. Additionally, they will be familiar with relevant laws, the basic principles of personality development, and both public and private community resources.

ii. The AHMCRT will be expected to complete an assessment for danger to self, danger to others, and gravely disabled, and write a 5150/5585 hold for the client, if appropriate.
    1. Once placed on a 5150/5585 hold, the AHMCRT will not proceed with placement until medical clearance has been determined and documented by the medical staff at the JCF Emergency Department to rule out an alternative reason for the presenting problem as well as addressing any current medical conditions.
    2. When determining if probable cause exists to take a person into custody for a 5150/5585 hold, all relevant historical information about the person's mental disorder shall be considered in making a final determination.
    3. When available, the person's medical record and mental health chart should be reviewed for pertinent information as it relates to the persons history of mental disorder or current status.
    4. The AHMCRT should, when appropriate, speak with family members, significant support persons, or professional staff, to gather supporting information that may assist in final determination of 5150/5585 hold.
    5. In the case of a minor, the AHMCRT shall make every effort to notify the minor's parent or legal guardian as soon as possible after the minor is detained.
    6. If the LPHA/LMHP is not part of the 2 person AHMCRT, the AHMCRT must consult each case with the LPHA/LMHP prior to making a final determination on a 5150/5585 hold.

e. Safety Planning
    i. Once it is determined that a client has been stabilized and is safe to return home, a plan will be formulated between the client, the AHMCRT, and the hospital discharge planning staff, as appropriate.
        1. Safety planning, when possible, should include significant support persons.
        2. Safety planning for a minor shall include the parent/legal guardian(s).
    ii. If a person that does not meet criteria for a 5150/5585 hold but is found to be in need of mental health services, the AHMCRT shall provide all available alternative services and facilitate any referrals or linkage to any mental health services.
        1. This may include, but not be limited to, follow up phone calls, welfare checks, urgent appointment scheduling, and collateral support to significant support persons.
        2. It is the expectation that the AHMCRT will facilitate in generating any referral that the client needs for services.
    iii. The components of a safety plan include:

1. A review of any immediate threats to individual's or other's safety and well-being, such as accessible firearms or medications which could be used in a plan for self- harm or harm to others.
2. Conditions and factors that contribute to a crisis.
3. Alternative ways of responding to such conditions and factors.
4. Coping Skills
5. Ways to Support Myself (People or Social Settings)
6. Additional skill development and psychosocial education
7. Connections with professional resources (as appropriate)
    a. Scheduling a future appointment with behavioral health services.

f. Involuntary Hold (5150/5585):
    i. Once it is determined that the person cannot be properly served without being placed on a 5150/5585 hold, the AHMCRT must:
        1. Determine if a prior 1799 hold was initiated, credit time on 1799 hold up to 24 hours to the subsequent 5150/5585 hold, if applicable.
        2. Fill out the Department of Health Care Services (DHCS) 1801 Form "Application for up to 72-Hour Assessment, Evaluation, and Crisis Intervention or Placement for Evaluation and Treatment".
            a. On the DHCS 1801 Form, the crisis worker will also need to document:
                i. the circumstances under which the client's condition was called to the attention of the crisis worker
                ii. Specific facts that the crisis worker and the supervisor of the Crisis Response Team have considered that have led them to believe that the person is, as a result of a mental health disorder, a danger to others, or to themselves, or gravely disabled.
                iii. Whether the historical course of the person's mental disorder was considered in the determination of the probable cause.
            b. In the case of a minor (5585), a copy of the DHCS 1801 form will be made available to the minors' parents or legal guardians.
        3. Fill out the DHCS 1802 Form "Involuntary Client Advisement".
            a. Once the crisis worker has completed the DHCS 1802 form, they will read and provide the form to the client that's placed on a 5150/5585 hold at the time of detainment.
                i. If a client is detained by law enforcement the completion of DCHS Form 1802 will be fulfilled upon evaluation by the AHMCRT member, after medical clearance.
            b. In the case of a minor (5585), a copy of the DHCS 1802 form will be made available to the minors' parents or legal guardians.

4. The AHMCRT will provide each client the "DCHS Rights for Individuals in Mental Health Facilities Handbook" upon evaluation or determination to place the client on a 5150/5585 hold.
5. AHMCRT shall notify Patients Rights Advocate (PRA) via an encrypted email consistent with the 5150 policy and procedure.
    a. The original and reevaluation 5150s will be sent to PRA at the 72-hour mark.
    b. If a hold is initiated on a minor, they are to notify the PRA.

g. Documentation
    i. All documentation is required to be completed in the electronic health records by the completion of the shift or within 12 hours of interaction with the client.
    ii. A Dispatch Screening Tool is required for all Mobile Crisis responses other than the ER and Jail.
        1. If a client is found in need of Withdrawal Management, a referral must be immediately provided.
    iii. All crisis encounters must be documented in the electronic health records. In the encounter, all of the following information must be present:
        1. Mobile Crisis Team Dispatch Time
        2. Mobile Crisis Team Arrival Time
        3. Service Duration
        4. Team Members Names
        5. Team Member 1's Service Type
        6. Team Member 2's Service Type
        7. Service Location/Address
        8. Individual/Reporting Party Phone Number
        9. Crisis Event Description
        10. Causes Leading Up to Crisis Event
        11. Assessing Trauma
        12. Assessing Psychosis or Mania
        13. Safey and Risk Assessment
        14. Consultation Notes
        15. Child or Adult Safety Concerns
    iv. The AHMCRT will submit a completed copy of the DHCS Form 1801 and 1802 to the medical records team to be placed in the client's chart as part of the Hospitalization packet (for information on Hospitalization packets, see Placement below).

h. Assessing for Substance Use
    i. Within each encounter, all AHMCRT members must utilize the Crisis "Assessment Tool Tab", to screen for substance use and impairment due to substance use.

1. If "Yes" is marked under "Assessing for Substance Use", a referral for Substance Use Disorder (SUD) should be offered to the client and if accepted, submitted via the Plan/Visit Code Tab.
    a. In the event the client declines the referral, this should be documented in the note and no referral is necessary.
2. When screening indicates the individual would benefit from SUD outpatient services, the AHMCRT member will offer to refer the client to the HHSA to schedule the first available SUD assessment.
    a. Utilize the Referral Tab in the Plan/Visit Code tab within the crisis encounter.
    b. While completing the referral within the encounter, the Provider must check the "Send To-Do" and select Medical Records Group.
    c. All SUD referrals require a follow up inquiry via email or phone call to the SUD Supervisor by the next business day to ensure follow-up treatment.
3. When screening indicates the client would benefit from a SUD residential treatment, the AHMCRT member will contact the SUD Supervisor or other LPHA, via email or phone call, for authorization, arrangement, and immediate placement into a contracted SUD residential facility.

i. Referrals
    i. The AHMCRT is required to coordinate and provide Warm-Hand Off's and/or referrals for clients when clients express a need.

j. Full-Service Partnership (FSP) clients
    i. For FSP clients the AHMCRT will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization.
    ii. All FSP client afterhours requests will meet the provider prior to the intervention.
        1. Warm handoffs will be arranged with the After Hours team between 5:00 pm – 5:30 pm.
    iii. Contractor will document all contact attempts for FSP clients in the EHR.

k. Transportation
    i. The AHMCRT is required to coordinate, arrange, or provide transportation for clients when needed to the appropriate level of care or treatment setting.
    ii. If the AHMCRT cannot provide transportation itself, due to outstanding medical or safety concerns, the AHMCRT shall coordinate with emergency medical services, or law enforcement, as necessary, to arrange transportation and ensure the client is connected with appropriate care.
    iii. If the AHMCRT is not transporting the client directly, they must remain onsite until the necessary transportation has arrived.

l. Crisis Stabilization Services

i. The AHMCRT is required to provide at minimum one crisis stabilization service follow-up (check-in) encounter per day for each client placed on a hold.
    1. These encounters are required to be documented in the electronic health record system and claimed as crisis.
    2. AHMCRT can provide support, updates to the safety plan, or addition referrals to ongoing support.
        a. If the client receives a referral to ongoing supports during the initial mobile crisis response, the follow-up shall include the status check of appointments and continued support of scheduling, arrangement of transportation, and reminders as needed.
    3. Check-In encounters may be conducted by any AHMCRT members who have met the training requirements and can be conducted in-person or via telehealth.
        a. If the mobile crisis team member conducting follow-up is not part of the mobile crisis team that provided the initial crisis response, the individual providing follow-up shall coordinate with the team members that participated in the initial mobile crisis response to gather information on the recent crisis and any other relevant information about the client.

ii. Each Mobile Crisis service shall include a follow-up check-in within 72 hours, or documentation that the client could not be contracted for follow-up.

m. Communication and Collaboration

i. The contractor is responsible for communicating with others in-person and over the telephone.

ii. The contractor is responsible for communicating effectively, both orally and in writing.

iii. The contractor is responsible for establishing and maintaining effective working relationships with agency staff, clients, community members and outside organizations.

iv. Communication between TRAC and the AHMCRT is crucial. Communication will take place through the "End of Day" encrypted email between the agencies.

v. This email will go out to the AHMCRT by 5pm at the end of business hours by a member of the TRAC team and it is expected that the AHMCRT will reciprocate the email no later than 8am the following business day.

vi. The following information is always to be communicated on the End of Day email:
    1. Every crisis call/dispatch and its disposition
    2. Clients placed on hold and progress of placement
    3. Crisis Stabilization services rendered during their time period

vii. When required, after action reviews will be scheduled as soon as possible, the contractor is required to attend each after action.

viii. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.

n. Placement
    i. Once clients have been placed on a 5150/5585 hold, AHMCRT is required to begin to seek and secure placement in a psychiatric facility.
    ii. Hospitalization Packets are created to provide Psychiatric Health Facilities the required information needed to place individuals into their facilities.
        1. Information required in a Hospitalization Packet:
            a. 1799 Hold documentation (if applicable)
            b. DHCS 1801 Form
            c. DHCS 1802 Form
            d. Crisis Note Encounter
            e. Hospital demographic/Face Sheet
            f. Insurance cards/print out-subscriber response
            g. Doctors Notes
            h. Nurses Clinical Notes - includes Covid test results, medications administered, lab results, client history, vitals, other tests, scans, etc.
    iii. All completed hospitalization packets must be scanned and placed in the client's electronic health record or left at JCF in an envelop for TRAC to pickup.
    iv. AHMCRT will upload the Hospitalization Packet to XFERALL and send to all participating Psychiatric Health Facilities in the state of California to request a bed.
    v. AHMCRT will also manually fax the Hospitalization Packet to Psychiatric Health Facilities within the state of California, that do not participate in XFERALL.
        1. The crisis worker will ensure the fax was completed and keep the fax confirmation to upload to the EHR.
        2. Crisis staff will follow up with the hospital to ensure receipt of the 5150 Packet and check on the status of placement.

o. Expiring 5150/5585 Holds
    i. When a 5150/5585 hold is nearing its expiration and placement in a Psychiatric Health Facility is still pending, the following steps must be taken before the 72-hour period ends:
        1. At least one (1) hour before the 5150/5585 hold expires, a crisis worker must visit the ED to re-evaluate the client and determine if the client still meets the criteria for an involuntary hold.
            a. If the client still meets criteria for an involuntary hold, the original hold must not be rescinded, a new DHCS 1801 form must be written with a new expiring date and time. The new expiring date and time must be consecutive to the previous expiring date and time.

i. If a new DHCS 1801 form is written with a new date and time, the crisis worker must document the new date and time in an encounter note in the clients EHR.
ii. The supervisor of the AHMCRT must continue to coordinate and ensure the client continues to receive crisis stabilization services after the new 5150/5585 hold has been written.
iii. The crisis worker must continue to make every effort to find placement prior to the certification review hearing.

b. If the client does not meet criteria for an involuntary hold, the crisis worker will proceed with safety planning outlined above.

ii. At the expiration time of the 5150/5585 hold the AHMCRT supervisor must notify the Patients' Rights Advocate (PRA) that the 5150/5585 hold is set to expire. (For more information on PRA, please see the 5150 Policy and Procedure).

a. An AHMCRT member will notify the PRA of the need for certification hearing to be scheduled by:
i. Sending an encrypted email to the PRA info@smithwatersgroup.com
1. Email will include both copies of the original and subsequent hold and communication indicating the current location of the client (ie. Mariposa County, JCF ER) and request to schedule a hearing.
2. The Quality Assurance team, Deputy Director of Behavioral Health, and Daytime Crisis Team Supervisor must be included as a carbon copy (cc) on the email.

p. Family Urgent Response System (FURS)
i. When receiving a call from the state hotline FURS:
1. The AHMCRT will gather the necessary information from the state hotline
2. Contact the Mariposa County CWS On-Call Social Worker
3. Deploy the AHMCRT, along with the on-call CWS social worker to the location of the youth.
a. Additional team members will be assigned based on the needs and risks identified during the warm handoff or other information known about the youth's situation from current providers.

q. Confidentiality and Security
i. The contractor is responsible for maintaining confidential information in accordance with legal standards;

ii. The contractor shall have access to and security for all electronic and written documentation.

III. Performance Outcomes

a. Contractor is responsible for analyzing data, interpreting directions, procedures, and regulations, and developing appropriate responses;
b. Contractor is responsible to act effectively in stressful situations in the performance of the contract responsibilities;
c. Contractor is responsible for responding timely and completely to all situations as outlined in the Scope of Work;
d. The Contractor is responsible for ensuring community relationships and meeting the needs of the community. Any complaints will be subject to review and may result in a formal plan of correction. If more than two complaints are received in a one-month period, HHSA will be reviewing the contract for adherence to the expectations outlined in this contract.

Failure to adhere to these expectations may result in corrective action, including request for consultation, formal plans of correction, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

IV. Training

a. The contractor will provide proof of training for all members of their AHMCRT:
    i. Crisis Assessment
    ii. Trauma-Informed Care
    iii. Crisis De-Escalation and Intervention Strategies
    iv. Harm Reduction
    v. Culturally Responsive Crisis Care for Diverse Communities
    vi. Co-occurring disorders/responding to SUD Crisis's
    vii. Culturally Responsive Crisis Care for Tribal Communities
    viii. Culturally Responsive Crisis Care for Children, Youth, and Families
    ix. Culturally Responsive Crisis Care for Individuals/Families with IDD-Adult
    x. Motivational Interviewing
    xi. Narcan Administration
    xii. 5150 Evaluations, laws, and processes
    xiii. Prison Rage Elimination Act (PREA)
    xiv. Jail Based services and field response
    xv. Cultural Competency
    xvi. Compliance and fraud reduction
    xvii. Utilization of a HHSA approved substance use disorder tool
b. Additional training may be needed, as deemed necessary, by the department to remain on top of critical issues as they arise.
c. In the use of the electronic health records system:

i. The head of service of the contractor will be trained in the use of the electronic health records system. It is the responsibility of the contractor to ensure that they train all AHMCRT members in the use of the electronic health records system.
ii. If a client has not been opened in the electronic health records system, the contractor will be instructed by HHSA on how to enter enough information to open a case so all interactions can be documented.
    1. It is expected that the contractor will document all encounters of each client into the electronic health records system.

V. HIPAA Compliance

a. 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 HHSA, to the extent HHSA would be required to comply with such requirements.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-309

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Agreement with Mountain Mental Health Increasing the Amount by $80,000 for a New Amount Not to Exceed $680,000 for Specialty Mental Health Counseling; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Mountain Mental Health Increasing the Amount by $80,000 for a New Amount Not to Exceed $680,000 for Specialty Mental Health Counseling; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mountain Mental Health is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Health Care Services (DHCS) as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement on July 2, 2024, through Resolution #2024-281.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the contract is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Mountain Mental Health A01-2025**
2. **Mountain Mental Health 2024-2027**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES 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 Mountain Mental Health, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 2, 2024, wherein Contractor agreed to provide specialty mental health services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

3. Paragraph 3, "COMPENSATION," and Exhibit C are hereby amended to provide that an additional $80,000 will be added to the original amount of $600,000, making the total compensation paid to Contractor the not to exceed amount of $680,000.

Except as herein amended, the Agreement dated July 2, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Carol Windsor, Owner
Mountain Mental Health

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Form Revision Date: 02-26-24

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-281

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mountain Mental Health is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Health Care Services (DHCS) as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement on August 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the contract is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Mountain Mental Health 2025 (V3)-COB**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

DS
C

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MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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AGREEMENT FOR SPECIALITY MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of July, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mountain Mental Health 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 be for a period of three (3) years, commencing on July 1, 2024, through and including June 30, 2027.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed $200,000 annually and $600,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed at an hourly rate as set forth in in Exhibit C, "Payment Terms and Conditions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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

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

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

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.

(7) 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.

(8) 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

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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:
Mountain Mental Health
5320 Highway 49 N. Suite 4
Mariposa, CA 95338

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

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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 C.

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 C.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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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

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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

Miles Menetrey, Chair
Board of Supervisors

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

CONTRACTOR

Carol Windsor, Owner
Mountain Mental Health

DocuSigned by:
C8EB16A2F5B6420...

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
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Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
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Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Carol Windsor
Mountain Mental Health
5320 Highway 49 N. Suite 4
Mariposa, CA 95338
559-267-3552

II. Program Description:

A. Contractors must provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home-Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

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c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all the following requirements:
   a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
   b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
   c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services, or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
   1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.

B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in the office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen outside of Mariposa County, approval must be obtained prior to service delivery.

C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that

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new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:

1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. MCBHRS will contact the contractor once California Medi-Cal has been confirmed.
3. Within five (5) calendar days of the initial contact from MCHBRS, the Contractor must have made three (3) attempts at contacting the client and documenting the attempts, with communication notes, in the electronic health record system.
    a.) If contact between the client and the contractor cannot be made within the 5 calendar days.
    b.) If contact between the client is made with the contractor, the contractor is required to contact the county within one (1) business day stating the date of the appointment.
4. MCBHRS will monitor the percentage of Bi-Directionals that are sent back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider's effectiveness.

C. Service Delivery:

1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
4. Duplicate services provided to the same client on the same day must be pre-approved by Quality Assurance.
5. If the contractor is unable to get hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a "Request to send NOABD 5" to-do must be sent to Medical Records to begin the discharge process.
6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.

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7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD) and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients, ages six to twenty, need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35), ages 4 to 17 years old, evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be reassessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:

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a.) Short-Term Residential Therapeutic Programs (STRTP's),
b.) Case Management,
c.) Intensive Care Coordination (ICC),
d.) Intensive Home-Based Services (IHBS),
e.) Therapeutic Behavioral Services (TBS),
f.) Therapeutic Foster Care (TFC).
g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All the above-mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. **Discharges/NOABD's:**
    1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept with the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent

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version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by the California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all the definitions and requirements in the California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Professional Clinical Counselor[2]
   2. Licensed Clinical Social Worker[3]
   3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application.
   2. Can authorize services as directed by MCBHRS.
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice.
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   2. Can authorize services as directed by MCBHRS.
   3. All assessments and diagnosis must have a co-signature by a LPHA.
   4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

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5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
   1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
   2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
   3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
   4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
      a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

G. The contractor is responsible for clinical supervision of providers.

H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
   1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
      a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occur.

I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency (if applicable), and evidence of continuing education as required by provider type.

K. Contractors are required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
   1. Contract doing provider checks, must check the following databases:
      a.) https://exclusions.oig.hhs.gov
      b.) b. https://oig.hhs.gov/exclusions/waivers.asp
      c.) c. https://files.medi-cal.ca.gov

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

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d.) d. https://bbs.ca.gov
e.) e. https://ccapp.us (SUD staff only)
f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
g.) g. https://dmf.ntis.gov/

2. County doing provider checks, contractor must submit the following information for each provider:
    a.) Full Name
    b.) National Provider Index (NPI) Number
    c.) License Number (as applicable)
    d.) Social Security Number
    e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:
    1. Client Problem Resolution Process
    2. Grievance/Appeal forms with self-address envelopes
    3. MCBHRS Brochure
    4. Advance Directive Brochure
    5. Notice of Privacy Practices (NPP)
    6. Beneficiary Handbook
    7. Client's Rights Poster
    8. Equal Opportunity
    9. Notice to clients that there is assistance to complete forms (as needed)
    10. Language assistance is free of charge.
    11. Non-discrimination notice in English
    12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
    13. Change of Provider Form
    14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    1. Demographic Information
    2. Client's Rights and Privileges of Confidentiality
    3. Client Problem Resolution Process
    4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    5. Advanced Directive Notices Information (Adults Only)
    6. Notice to Medi-Cal Beneficiaries
    7. Acknowledgement of Receipt of the NPP.
    8. Payment Policy
    9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    1. Notice of Privacy Practices (NPP)

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2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS, and any additional trainings and meetings deemed necessary by MCBHRS.
B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.
C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.
D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.
E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.
F. **CANS-50:** If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
    1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.
B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:
    1. Maintain triennial site certification through MCBHRS.
    2. Abide by all federal, state, and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C,
    4. Use MCBHRS chart audit tool within the EHR.
    5. Conduct Chart audits on a monthly basis.
C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).
    1. Contractor agrees to ensure:
        a.) Facility and services are accessible;
        b.) Facility is clean, sanitary, and in good repair;
        c.) Fire clearance updated on annually;
        d.) Services are meaningful and beneficial to the client;
        e.) Services are culturally and linguistically competent;
        f.) Contractor uses Interpreter Line when a client does not speak English and has need for another language;

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g.) Services produce highly desirable results through the efficient use of resources;
h.) Services meet requirements for medical necessity;
i.) All PHI is properly stored and secured.

E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state, and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
    2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook, and a handout in the client packet (See Grievances and Appeals P&P).
G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)
I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service

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would include, but not be limited to, documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
   1. 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 HHSA, to the extent HHSA would be required to comply with such requirements.
   2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
   3. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
   4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
   6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
   7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign, and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign, and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. <u>Security Requirements:</u>

A. **Information Technology Infrastructure:**

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1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.
   2. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
   3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

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C. No criminal prosecution, or civil or administrative action had commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

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and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claim's disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

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J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

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15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250 or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

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c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.
B. Contractor's Approved Procedure Codes and Provisional Rates for Specialty Mental Health Services:
   1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.
      a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.
C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Face to Face Individual Therapy & Collateral &Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00
Other Qualified Providers - Other Designated MH staff that bill medical	$95.00	$105.00	$105.00

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A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.

1.Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual**.**

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Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 06/16/2023

Named Insured:

Mountain Mental Health
carol windsor
PO Box 3482,
Oakhurst, CA 93644

Policy #: AR236342
Policy Term: 09/06/2023 - 09/06/2024

Covered Locations

Professional Liability: Portable Coverage, not location specific
Commercial General Liability: 40680 Highway 41, Suite D, Oakhurst, CA 93644
5320 Highway 49 North, Suite A, Mariposa, CA 95338
264 Clovis Suite 201, Clovis, CA 93612

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Profesional Liability	$1,000,000/$5,000,000
Supplemental Liability	$1,000,000/$5,000,000
Licensing Board Defense	$75,000
Commercial General Liability	$1,000,000 / $3,000,000
Fire/Water Legal Liability	$250,000
Business Personal Property	N/A
Non-Owned Auto	$1,000,000
Cyber Liability (Claims Made Retroactive Date: 09/06/2023)	$15,000

Comments/Special Descriptions:

Certificate Holder

County of Mariposa
Lynn Rumfelt
5362 Lemee Lane
Mariposa, CA 95338

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

C. Philip Hudson

Authorized Representative

[X] *Certificate holder added as Additional Insured*

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

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	Auto Insurance Specialists PO BOX 10160 Santa Ana CA 92711-0730	CONTACT NAME:	
		PHONE (A/C, No, Ext): 866-570-7335	FAX (A/C, No): 800-498-3293
		E-MAIL ADDRESS: commercial@aisinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : California Automobile Insurance Company	38342
INSURED	Mountain Mental Health 40680 Highway 41 Ste D Oakhurst CA 93644	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	
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				EACH OCCURRENCE	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✔	☐	BA040000077106	11/21/2023	11/21/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ✔ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐							$
	☐ UMBRELLA LIAB ☐ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		☐				☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		☐	☐					
		☐	☐					
		☐	☐					

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

MARIPOSA COUNTY BEHAVIOR HEALTH is named as additional insured

CERTIFICATE HOLDER

MARIPOSA COUNTY BEHAVIOR HEALTH
PO Box 99
Mariposa, CA 95338-0099

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): 06/05/2024

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 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: AP Intego Insurance Group, LLC	
AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
	E-MAIL ADDRESS: certs@apintego.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Sequoia Insurance Company	22985
INSURED MOUNTAIN MENTAL HEALTH 40680 Hwy 41 Ste D Oakhurst CA 93644	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	QWC1324825	12/01/2023	12/01/2024	☒ WC STATU-TORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation is granted in favor of COUNTY OF MARIPOSA in regard to the Workers' Compensation as their interest may appear by written contract.

CERTIFICATE HOLDER

COUNTY OF MARIPOSA

PO 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

Ann Ryan

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Clear All

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	Insurance Company	

Countersigned By _____

DocuSign

Certificate Of Completion

Envelope Id: 48D8F71EF17549598080E0D971143AE0
Status: Completed
Subject: Complete with Docusign: 24-281 - Mountain Mental Health.pdf
Source Envelope:
Document Pages: 34
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/2/2024 2:09:32 PM Viewed: 7/2/2024 2:46:02 PM Signed: 7/2/2024 2:46:08 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 76.9.79.200	Sent: 7/2/2024 2:46:10 PM Viewed: 7/2/2024 2:49:14 PM Signed: 7/2/2024 2:49:37 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/2/2024 2:49:39 PM Viewed: 7/2/2024 3:56:35 PM Signed: 7/2/2024 3:56:43 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Carol Windsor carolwindsor@att.net owner Security Level: Email, Account Authentication (None)	DocuSigned by: C8EB16A2F5B6420... Signature Adoption: Drawn on Device Using IP Address: 107.127.14.66 Signed using mobile	Sent: 7/2/2024 3:56:44 PM Viewed: 7/2/2024 4:41:30 PM Signed: 7/2/2024 4:42:08 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/2/2024 4:41:30 PM ID: 053d7605-ec84-4b97-b4da-ec4dd6b3fe48		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/2/2024 4:42:10 PM Viewed: 7/2/2024 4:46:43 PM Signed: 7/2/2024 4:46:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2024 2:09:32 PM
Certified Delivered	Security Checked	7/2/2024 4:46:43 PM
Signing Complete	Security Checked	7/2/2024 4:46:55 PM
Completed	Security Checked	7/2/2024 4:46:55 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-310

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Native Solutions Family Guidance Center Dba: TRADE Recovery Center in an Amount Not to Exceed $115,351 for Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Native Solutions Family Guidance Center Dba: TRADE Recovery Center in an Amount Not to Exceed $115,351 for Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County Health & Human Services Agency will be contracting with TRADE Recovery Center to provide Substance Use Disorder Recovery Services and Support. TRADE Recovery Center will provide a sober support environment drop-in center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with TRADE Recovery Center on September 17, 2024, through Resolution #2024-406

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Board of Supervisors could make a decision not to approve this contract with TRADE Recovery Center. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. TRADE Recovery Center 2026

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe

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

EXCUSED: District V Supervisor Miles Menetrey

AGREEMENT FOR RECOVERY 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 Native Solutions Family Guidance Center Dba: TRADE Recovery Center, 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, 2025, and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform recovery services as described in Exhibit A, "Scope of Work," Exhibit B, "Compliance" and Exhibit D "Reporting" 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 $115, 351 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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:
TRADE Recovery
Center P.O. Box 543
Mariposa, CA 95338

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 C.

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 C.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Lisa Parker, Executive Director
Native Solutions Family Guidance Center
Dba: TRADE Recovery Center

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

Description of Services

1) TRADE Recovery Center will provide the following services:
   a) Operation of a sober support environment drop-in center:
   b) Facility will be open six (6) days per week with a minimum of 40+ services hours. If services hours change, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   c) TRC will be closed 4 days a year for staff meetings and training.
   d) Will provide information, referrals, and linkages to community services.
   e) Will provide access to recovery support services and collect required demographic data (see template provided in EXHIBIT D) of attendees categized by the type of service provided.
      i) Sex
      ii) Gender
      iii) Age
   f) Types of Recovery Support Services
      i) Peer-to-Peer Support Individual
      ii) Peer-Led Support Group
      iii) Peer-Led Training or Peer Certification Activity
      iv) Recovery Housing
      v) Recovery Support Service Childcare Fee or Family Caregiver Fee
      vi) Recovery Support Service Transportation
      vii) Secondary School, High School, or Collegiate Recovery Program Service or Activities
      viii) Recovery Social Support or Social Inclusion Activity
      ix) Other SAMHSA Approved Recovery Support Event or Activity
2) Provision of SUD program recovery support services to include:
   a) Linkage and transportation to placement
   b) Peer Counseling for relapse prevention or to link to treatment
   c) Addiction recovery support, groups and individual meetings
   d) Referrals to other services
      i) All referrals are to be documented as to the referral and follow-up.
      ii) Referrals for pregnancy testing, HIV testing and TB testing will be available for all clients
      iii) For perinatal clients
         (1) On the referral for SUD services indicate Perinatal status
            (a) Provide perinatal referrals within 48 hours
         (2) Provide support referrals to prenatal and pediatric health care, childcare, substance use effects education, and parenting education

3) Provide transportation to necessary appointments for SUD clients as scheduled/referred by HHSA, as available.
   a) Transportation will be scheduled at least 24 hours in advance in accordance with the TRC referral system to ensure adequate coverage.
4) Recovery Support Services may not be provided while clients are in jail or prison.
5) Contractor agrees to meet with MCBHRS no less than 1 time monthly for contract monitoring and programmatic progress.

Substance Abuse Prevention and Treatment Block Grant (SABG)

1) All SABG activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable:
2) The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with SABG requirements.
   a) Any discrepancies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.
      (a) Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
      (2) Position title and classification;
      (3) Duties and responsibilities;
      (4) Lines of supervision; and
      (5) Education, training, work experience, and other qualifications for the position.
   ii) Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
      (1) Use of drugs and/or alcohol;
      (2) Prohibition of social/business relationship with clients or their family members for personal gain;
      (3) Prohibition of sexual contact with clients;
      (4) Conflict of interest;
      (5) Providing services beyond scope;
      (6) Discrimination against clients or staff;
      (7) Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
      (8) Protection of client confidentiality;
      (9) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
      (10) Cooperation with complaint investigations.
   iii) If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
      (1) Recruitment;
      (2) Screening;
      (3) Selection;

(4) Training and orientation;
(5) Duties and assignments;
(6) Scope of practice;
(7) Supervision;
(8) Evaluation; and

iv) Protection of client confidentiality.

3) Mariposa County Health and Human Services will provide the following services to help support TRADE Recovery Center (TRC):
   a) Provide behavioral health professional consultation and case staffing assistance to TRC as needed with appropriate releases.
   b) Accept referrals from TRC professionally and timely.
   c) Schedule Team Meetings to review and evaluate program effectiveness.

Exhibit B
Compliance

A. Additional Contract Restrictions
This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel
Ensure that all personnel rendering services shall be employed by or under contract with the Contractor. They shall be members of Contractor professional staff. The services shall be provided under the direction of the Contractor facility Director and shall meet appropriate professional standards.

C. Contract Termination
Services provided by the Contractor will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring
1. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements
1. If the Contractor receives DMC funds, the Contractor shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.
2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification will be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual. Upon request, CONTRACTOR will provide MCBHRS with verification of Medi-Cal eligibility of Mariposa County clients within three business days of the request.

F. Hatch Act
Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs
Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful

use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

I. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

J. Protected Health Information

1. Train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule when disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor 's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

4. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

5. Contractor will comply with program requirements regarding reporting security incidents or breaches of unsecured PHI within residential treatment provider contracts.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

11. Trading Partner Requirements

a. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

L. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers
Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

M. Counselor Certification
Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

N. Cultural and Linguistic Proficiency
To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, Contractor must provide the training at Contractor's expense and provide proof of annual training.

O. Intravenous Drug Use (IVDU) Treatment
Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo Alcohol and Other Drug (AOD) treatment (42 USC 300x-23 (45 CFR 96.126(e)).

P. Restriction on Distribution of Sterile Needles
No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Q. Tuberculosis Treatment
Contractor shall ensure the following related to Tuberculosis (TB):
1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000
Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. Contractor will provide annual training on TVPA for all staff.

S. Tribal Communities and Organizations
Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment

(CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

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

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Contractor shall participate in the County Behavioral Health Director's Association of California. Contractor shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. Contractor shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
   a. materials explaining services available to the public,
   b. language assistance,
   c. language interpreter and translation services, and
   d. video remote language interpreting services.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

Z. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in DHCS contract Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties. Contractor shall submit monthly reporting requirements as outlined in Exhibit D "Reporting Requirements" by the 10th of each month.

BB. Youth Treatment Guidelines

If contracted to provide treatment to youth, Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Contractor must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)

Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in **Welfare and Institutions Code (WIC) Section 14132(v).3 State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5).**

DD. Perinatal Services

1. If contracted to provide perinatal services, Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. Contractor receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

3. Contractor must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. Contractor will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. Contractor must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud .aspx
    b. Email: fraud@dhcs.ca.qov
    c. Phone: 1-800-822-6222

FF. Site Inspection

The County and State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Provider or its subcontractors, the Provider shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

GG. Termination for Default

1. County may, by written notice of default to Provider, terminate this Agreement immediately in any one of the following circumstances:
    a. If, as determined in the sole judgment of County, Provider fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
    b. If, as determined in the sole judgment of County, Provider fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

HH. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C

Cost Proposal

TRADE Recovery Center will submit monthly invoices. Total contract amount NTE $115.351.00 for FY 25/26.

Category	Description	Monthly Cost	Annual Cost
Facility Cost			
Rent 50% with NS	Office space for Drop-in Center	$1,300	$15,600
Utilities & Internet	Electricity, Water, Internet	$250	$3,000
Facility Subtotal			**$18,600**
Staffing Costs			
Licensed Clinical Social Worker (LCSW) x2	Part-time 20 hrs/week	$2,000	$24,000
Peer Support Specialist x2	2 staff at $1,250 each	$2,500	$30,000
Administrative Assistant	Part-time support	$1,200	$14,400
House Coordinator	Drop-in Center coordination	$1,100	$13,200
Program Director	Oversight and administration (stipend)	$432.00 x 12	$5151
Staffing Subtotal			**$86,751**
Program Operating Costs			
Program Supplies	Office materials, recovery workbooks, ect.		$2,000
Outreach & Marketing	Printing, flyers, social media		$500
Client Incentives	Hygiene kits, snacks, bus passes		$2,500
Staff Development/ Training	Continuing education & certifications		$1,500
Insurance	Liability, property coverage		$2,000
Technology	Laptops, Zoom, data management tools		$2,051
Program Subtotal			**$10,000**
Total Budget			**$115,351**

Exhibit D

Reporting Requirements

Demographic Reporting	
Program Name**:**	Drop-in Center
Reporting Month:	

SAPT funding:

Data to Capture	Totals
Unduplicated number of clients this reporting month	
Unduplicated number of Perinatal clients	
Unduplicated number of SUD referred to county treatment program	
Unduplicated number of clients provided with transportation	
Duplicated number of clients provided transportation to treatment (total number of transportation encounters provided)	
Unduplicated number of clients provided with SUD treatment program placements as requested by Health and Human Services	
Unduplicated number of clients receiving recovery support services such as group participation or individual recovery support	
Total number of support groups/activities	

Age	Totals
0-11	
12-17	
18-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender Assigned at Birth	Totals
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	

Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

Reporting Requirements (Recovery Support)

Monthly Report Requirement

SUBG Funding

Instructions

- The purpose of this form is to capture the aggregated, unduplicated number of persons who received recovery support services funded through SUBG by age and gender identity.
- For each age group, enter the aggregated unduplicated number of persons who received services, by service received and self-reported gender identity.
- Persons receiving recovery services may receive more than one type of service during the reporting period.

Definitions for Sex and Gender, and Age Categories:

- Sex: (Self-reported) Male or Female
- Gender: (Self-reported) Transgender Woman, Man, Non-conforming, Other (includes all other self-identified sexual orientations), and Not Available (missing/refused).
- Ages: (Self-reported) Age - 6-12, 13-17, 18-20, 21-24, 25-44, 45-64, 65-74, and 75+ (Note: The age category of 0-5 years is not applicable.)

Recovery Support Service Categories:

- Peer-to-Peer Support Individual
- Peer-Led Support Group
- Peer-Led Training or Peer Certification Activity
- Recovery Housing
- Recovery Support Service Childcare Fee or Family Caregiver Fee
- Recovery Support Service Transportation
- Secondary School, High School, or Collegiate Recovery Program Service or Activity
- Recovery Social Support or Social Inclusion Activity
- Other SAMHSA Approved Recovery Support Event or Activity

NOTE: If no data is submitted, it will be assumed as 0.

EXHIBIT D

ATTACHMENT

TRC - Recovery Support Services - Reporting
Month_____

Age 6-12

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or							

Social Inclusion Activity							
Other SAMHSA Approved Recovery Support Event or Activity							

Age 13-17

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 18-20

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 21-24

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 25-44

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 45-64

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 65-74

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age 75+

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

Age Not Available

	Female	Male	Trans Woman	Trans Man	Gender Non-Conforming	Other	Not Available
Peer-to-Peer Support Individual							
Peer-Led Support Group							
Peer-Led Training or Peer Certification Activity							
Recovery Housing							
Recovery Support Service Childcare Fee or Family Caregiver Fee							
Recovery Support Service Transportation							
Secondary School, High School, or Collegiate Recovery Program Service or Activity							
Recovery Social Support or Social Inclusion Activity							

Other SAMHSA Approved Recovery Support Event or Activity							

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-311

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment to the Agreement with Central California Alliance for Health (CCAH) for Drug Medi-Cal Organized Delivery System (DMC-ODS) Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Central California Alliance for Health (CCAH) for Drug Medi-Cal Organized Delivery System (DMC-ODS) Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Mariposa County Health and Human Services Agency (HHSA) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and the Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access, and receive Drug Medi-Cal Organized Delivery System (DMC-ODS) services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts. The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was approved by the Board of Supervisors on August 20, 2024 through Resolution #2024-365.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed DMC-ODS services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CCAH (DMC-ODS) A01-2025**
2. **CCAH 2025**

VOTE RESULT

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

FIRST AMENDMENT TO THE DMC-ODS MEMORANDUM OF UNDERSTANDING

This first amendment effective July 1, 2025 amends the DMC-ODS Memorandum of Understanding, (as amended, the "MOU") between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP"), County of Mariposa Behavioral Health ("DMC-ODS"), and Carelon Behavioral Health of California, Inc. ("MCP relevant Subcontractor").

WHEREAS, The parties entered into the MOU effective January 1, 2024;

WHEREAS, MCP and MCP relevant Subcontractor entered into a subcontractor agreement that relates directly to the performance of MCP's obligations under the MOU. The subcontractor agreement between MCP and MCP relevant Subcontractor will expire by its terms on June 30, 2025.

WHEREAS, The parties would like to amend the MOU to remove Carelon Behavioral Health of California, Inc. as the MCP relevant Subcontractor so that MCP and DMC-ODS shall be the sole parties to the MOU as of July 1, 2025, as set forth below.

NOW, THEREFORE, the parties hereby amend the MOU as follows:

1. **Amendment.** The following modifications shall be incorporated into the Agreement:

    a. Effective July 1, 2025, the first paragraph of this MOU shall be deleted in its entirety and replaced in full with the following:

    "This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP") and County of Mariposa Behavioral Health ("DMC-ODS"), effective as of January 1, 2024 ("Effective Date"). DMC-ODS and MCP may be referred to herein as a "Party" and collectively as "Parties."

2. **Modification.** Except as specifically modified by this first amendment, all terms and conditions of the MOU shall remain in effect; provided however, if there is any conflict between the terms of this first amendment and the MOU, then the terms of this first amendment shall govern.

3. **Capitalized Terms.** All capitalized terms used, but not defined, in this first amendment shall have the meanings attributed to such terms in the MOU.

4. **Counterparts.** This first amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all of such counterparts or electronically signed documents shall together constitute one and the same first amendment.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this first amendment effective on the date stated in the introductory clause.

MCP

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION, OPERATING AS CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

_____

Signature:
Name: Michael Schrader
Title: CEO
Notice Address: 1600 Green Hills Road, #101, Scotts Valley, CA 95066-4981

MCP relevant Subcontractor

CARELON BEHAVIORAL HEALTH OF CALIFORNIA, INC.

_____

Signature:
Name:
Title:
Notice Address:

DMC-ODS
COUNTY OF MARIPOSA

_____

Signature:
Name: Rosemarie Smallcombe
Title: Chair, Board of Supervisors

DMC-ODS
COUNTY OF MARIPOSA
COUNTERSIGNED:
(Government Code §25103)

_____

Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

DMC-ODS
COUNTY OF MARIPOSA
APPROVED AS TO FORM:

_____

Signature:
Name: Walter Wall
Title: County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-365

MEETING: August 20, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Rescind Resolution Number 2024-226; Adopt Resolution Approving the Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution Number 2024-226; Adopt Resolution Approving the Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Mariposa County Health and Human Services Agency (HHSA) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and The Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access, and receive Drug Medi-Cal Organized Delivery System (DMC-ODS) services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts. The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

After the MOU was executed by the county, the SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION, OPERATING AS CENTRAL CALIFORNIA ALLIANCE FOR HEALTH informed the county that the signature lines needed to be altered as shown in the new red line version. For this reason, the earlier resolution needs to be rescinded, and the agreement executed again.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A rescind request is in place due to edit requests by the vendor.

Rescind Resolution #2024-226 from June 4th, 2024 and adopt a New Resolution.

Initial
C-HHSA

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed DMC-ODS services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

There is no financial impact to the County Budget.

ATTACHMENTS

1. **Central California Alliance for Health (DMC-ODS) 24-27**
2. **DMC-ODS_Mariposa_070824_cleanup CCAH-V1**

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

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ATTACHMENT D:

DMC-ODS MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

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Memorandum of Understanding

between Santa Cruz-Monterey-Merced-San Benito Mariposa Managed Medical Care Commission (MCP) and County of Mariposa (DMC-ODS)

This Memorandum of Understanding ("MOU") is entered into by and between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP"), County of Mariposa Behavioral Health ("DMC-ODS"), and Carelon Behavioral Health of California, Inc., a California specialized health care service plan licensed under the Knox Keene Health Care Service Plan Act of 1975, as amended ("Subcontractor"), effective as of January 1, 2024 ("Effective Date"). DMC-ODS, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter ("APL") 22-005 and subsequently issued superseding APLs, and DMC-ODS is required to enter into this MOU under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, Behavioral Health Information Notice ("BHIN") 23-001, 23-057 and any subsequently issued superseding BHINs, to ensure that Medi-Cal Members enrolled in MCP who are served by DMC-ODS ("Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC-ODS;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions**. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

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a. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with DMC-ODS and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

b. “MCP-DMC-ODS Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 4 of this MOU. The MCP-DMC-ODS Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. “DMC-ODS Responsible Person” means the person designated by DMC- ODS to oversee coordination and communication with MCP and ensure DMC-ODS compliance with this MOU as described in Section 5 of this MOU.

d. “DMC-ODS Liaison” means DMC-ODS’s designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 5 of this MOU. The DMC-ODS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC-ODS Responsible Person and/or DMC-ODS compliance officer as appropriate.

e. “Network Provider”, as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

f. “Subcontractor” as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC- ODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.

g. “Downstream Subcontractor”, as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, means a subcontractor of a DMC-ODS Subcontractor.

2. **Term**. This MOU is in effect as of the Effective Date and continues for a term of Three Years or as amended in accordance with Section 14.f of this MOU.

3. **Services Covered by This MOU**. This MOU governs the coordination between DMC-ODS and MCP for the provision of SUD services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 23-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMC-ODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

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4. MCP Obligations.

a. **Provision of Covered Services**. MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility**. The Health Services Officer, Marwan Kanafani, the designated MCP Responsible Person listed on Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC-ODS, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from DMC-ODS are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP- DMC-ODS Liaison, the point of contact and liaison with DMC-ODS. The MCP-DMC- ODS Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS of any changes to the MCP-DMC-ODS Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers**. MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. DMC-ODS Obligations.

a. **Provision of DMC-ODS Services**. DMC-ODS is responsible for providing or arranging covered SUD services.

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b. **Oversight Responsibility**. The Deputy Director Sheila Baker, the designated DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing DMC-ODS's compliance with this MOU. The DMC-ODS Responsible Person serves, or may designate a person to serve, as the designated DMC-ODS Liaison, the point of contact and liaison with MCP. The DMC-ODS Liaison is listed on Exhibit B of this MOU. The DMC-ODS Liaison may be the same person as the DMC-ODS Responsible Person. DMC-ODS must notify MCP of changes to the DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The DMC-ODS Responsible Person must:

i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. Report on DMC-ODS compliance with the MOU to DMC-ODS' compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight and reports as part of DMC-ODS's compliance program and must address any compliance deficiencies in accordance with DMC-ODS's compliance program policies;

iii. Ensure there is sufficient staff at DMC-ODS to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of DMC-ODS leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for DMC-ODS's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC-ODS, and reporting to the DMC-ODS Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers**. DMC-ODS must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for

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by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC-ODS services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by DMC-ODS.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and DMC-ODS services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment**.

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS services.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines;

2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;

b. **Referral Process**. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC-ODS services.

i. The Parties must facilitate referrals to DMC-ODS for Members who may potentially meet the criteria to access DMC-ODS services and ensure DMC-ODS has procedures for accepting referrals from MCP.

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ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS services.

iv. DMC-ODS must refer Members to MCP for Covered Services, as well as any Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). If DMC-ODS is an ECM Provider, DMC-ODS provides ECM services pursuant to that separate agreement between MCP and DMC-ODS for ECM services; this MOU does not govern DMC-ODS's provision of ECM.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.

vi. MCP must have a process by which MCP accepts referrals from DMC-ODS staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to DMC-ODS, the provider, or the self-referred Member, respectively; and

vii. DMC-ODS must have a process by which DMC-ODS accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to MCP, the provider, or the self- referred Member, respectively.

Closed Loop Referrals. By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide[1], APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and DMC-ODS comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Care Coordination and Collaboration.

a. **Care Coordination**.

[1] CalAIM Population Health Management Policy Guide, available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf.

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i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain cross- system collaboration with DMC-ODS and to identify strategies to monitor and assess

the effectiveness of this MOU.

iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:

1. The requirement for DMC-ODS to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;

2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

3. A process for how MCP and DMC-ODS will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

5. A process for how MCP and DMC-ODS will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;

6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;

7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

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8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. **Transitional Care**.

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC-ODS will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,[2] level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

2. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS is the primary payer, DMC-ODS is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS in accordance with Section 11(a)(iii) of this MOU;

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

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[2] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf

[3] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf; see also PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health- Management-Strategy-and-Roadmap.pdf

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e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.[4]

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC-ODS services;

4. For inpatient residential SUD treatment provided by DMC- ODS or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation**. The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. **Enhanced Care Management**.

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to a DMC- ODS Provider as the ECM Provider if the Member receives DMC-ODS services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions; and

b. That the Parties implement a process for DMC-ODS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS care coordination.

[4] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

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Members receiving DMC-ODS care coordination can also be eligible for and receive ECM.

3. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC-ODS care coordination.

viii. **Community Supports**. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC-ODS protocols;

2. Identification of the Community Supports covered by MCP; and

3. A process specifying how DMC-ODS will make referrals for Members eligible for or receiving Community Supports.

ix. **Prescription Drugs**. The Parties must develop a process for coordination between MCP and DMC-ODS for prescription drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the DMC-ODS Intergovernmental Agreement, and this MOU.

c. The Parties each must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. Local Representation. MCP must participate, as appropriate, at meetings or engagements to which MCP is invited by DMC-ODS, such as local county meetings,

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local community forums, and DMC-ODS engagements, to collaborate with DMC-ODS in equity strategy and wellness and prevention activities.

10. **Quality Improvement**. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in policies and procedures.

11. **Data Sharing and Confidentiality**. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[5]

    a. **Data Exchange**. Except where prohibited by law or regulation, MCP and DMC-ODS must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed-upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC-ODS and MCP must establish policies and procedures to implement the following with regard to information sharing:

        i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC-ODS Provider is serving as an ECM Provider;

[5] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2- Draft-Public-Comment.pdf

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ii. A process for DMC-ODS to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., DMC-ODS alerts MCP of uses of SUD crisis intervention); and

v. A process for MCP to send admission, discharge, and transfer data to DMC-ODS when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for DMC-ODS to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program**. If DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and DMC-ODS are encouraged to execute a DSA. If DMC-ODS and MCP have not executed a DSA, DMC-ODS must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability**. MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and DMC-ODS's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If

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the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Unless otherwise determined by the Parties, the DMC-ODS Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC-ODS where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved, the following provisions must apply:

i. The Parties may agree to an arrangement satisfactory to both

Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that DMC-ODS is required to deliver SUD services to a Member and DMC-ODS has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS, MCP must manage the care of the Member under the terms of its contract with the State, including providing or arranging and paying for those services until the dispute is resolved.

iii. When the dispute concerns DMC-ODS's contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC-ODS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC-ODS cannot provide any service, financial aid, or other benefit, to an individual that is different, or is provided in a different manner, from that provided to others provided by DMC-ODS.

14. General.

a. **MOU Posting**. MCP and DMC-ODS must each post this executed MOU on its website.

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b. **Documentation Requirements**. MCP and DMC-ODS must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice**. Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation**. MCP and DMC-ODS may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review**. MCP and DMC-ODS must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and DMC-ODS must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment**. This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, DMC-OS Intergovernmental Agreement, any subsequently issued superseding APL, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance**. This MOU is governed by and construed in accordance with the laws of the state of California.

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h. **Independent Contractors**. No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC-ODS and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC- ODS nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution**. This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU**. This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

DS

MCP

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION, OPERATING AS CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

Signed by:
Michael Schrader
787B73AFE457429...
Signature:
Name: Michael Schrader
Title: CEO
Notice Address: 1600 Green Hills Road, #101, Scotts Valley, CA 95066-4981

Subcontractor

CARELON BEHAVIORAL HEALTH OF CALIFORNIA, INC.

DocuSigned by:
Briana Duffy
022ABA4603E24FE...
Signature:
Name: Briana Duffy
Title: Subcontractor
Notice Address:

DMC-ODS PROVIDER
COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
Signature:
Name: Miles Menetrey, Chair
Title: Board of Supervisors

DMC-ODS PROVIDER
COUNTY OF MARIPOSA
APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...
Signature:
Name: Steven W. Dahlem
Title: County Counsel

DMC-ODS PROVIDER
COUNTY OF MARIPOSA
COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Signature:
Name: Danielle Bonshu
Title: Clerk of the Board

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EXHIBIT A

MCP RESPONSIBLE PERSON:

Name: Marwan Kanafani

Title: Health Services Officer

Contact: mkanafani@ccah-alliance.org

MCP LIASON:

Name: Julie Norton

Title: Behavioral Health Program Manager

Contact: jnorton@ccah-alliance.org

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EXHIBIT B

DMC-ODS Responsible Person -

Name: Sheila Baker
Title: Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director
Contact: sbaker@mariposacounty.org

DMC-ODS Liaison -

Name: Sylena Schendel
Title: Administrative Analyst – Substance Use Disorder Quality Assurance Supervisor
Contact: sschendel@mariposacounty.org

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EXHIBIT C

Data Elements

To the extent permitted under applicable law, the Parties must share, at a minimum:

- Member demographic information
- Behavioral and physical health information
- Diagnoses
- Assessments
- Medications prescribed
- Laboratory results
- Referrals/discharges to/from inpatient or crisis services
- Known changes in condition that may adversely impact the Member’s health and/or welfare

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Certificate Of Completion

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Source Envelope:
Document Pages: 22
Signatures: 5
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/20/2024 12:09:43 PM Viewed: 8/20/2024 3:52:10 PM Signed: 8/20/2024 3:52:16 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/20/2024 3:52:18 PM Viewed: 8/21/2024 9:15:57 AM Signed: 8/21/2024 9:16:12 AM
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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/21/2024 9:16:14 AM Viewed: 8/21/2024 1:40:39 PM Signed: 8/21/2024 1:40:49 PM
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Shannon Carini scarini@ccah-alliance.org Senior Contracts Analyst Central California Alliance for Health Security Level: Email, Account Authentication (None)	DS SC Signature Adoption: Pre-selected Style Using IP Address: 12.0.70.131	Sent: 8/21/2024 1:40:51 PM Viewed: 8/21/2024 3:39:06 PM Signed: 8/26/2024 10:34:28 AM
Electronic Record and Signature Disclosure:		

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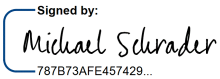
Accepted: 10/11/2023 12:57:42 PM ID: 06cc4036-64f9-4690-a554-7c5e4e6dd4f5		
Michael Schrader mschrader@ccah-alliance.org CEO Security Level: Email, Account Authentication (None)	Signed by:  787B73AFE457429... Signature Adoption: Pre-selected Style Using IP Address: 67.180.95.198	Sent: 8/26/2024 10:34:30 AM Resent: 8/26/2024 3:26:25 PM Viewed: 8/26/2024 3:57:00 PM Signed: 8/26/2024 3:57:24 PM
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Briana Duffy briana.duffy@carelon.com Market President Carelon Behavioral Health Security Level: Email, Account Authentication (None)	DocuSigned by: 022ABA4603E24FE... Signature Adoption: Pre-selected Style Using IP Address: 163.116.133.114	Sent: 8/26/2024 3:57:27 PM Viewed: 8/27/2024 8:39:34 AM Signed: 8/29/2024 1:29:43 PM
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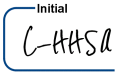
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 8/29/2024 1:29:45 PM Viewed: 8/29/2024 1:33:18 PM Signed: 8/29/2024 1:33:30 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2024 12:09:43 PM
Envelope Updated	Security Checked	8/26/2024 3:26:25 PM
Certified Delivered	Security Checked	8/29/2024 1:33:18 PM
Signing Complete	Security Checked	8/29/2024 1:33:30 PM
Completed	Security Checked	8/29/2024 1:33:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-312

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment to the Memorandum of Understanding (MOU) with Central California Alliance for Health for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Memorandum of Understanding (MOU) with Central California Alliance for Health for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Mariposa County Health and Human Services Agency (HHSA) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and The Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access and receive mental health services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts.

The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was approved by the Board on May 21, 2024, through Resolution #2024-208.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed mental health services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **MOU CCAH - SMHS A01 - 6.27-V2**
2. **CCAH 2025**

VOTE RESULT

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

FIRST AMENDMENT TO THE MENTAL HEALTH SERVICES MEMORANDUM OF UNDERSTANDING

This first amendment effective July 1, 2025 amends the Mental Health Services Memorandum of Understanding, (as amended, the "MOU") between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP"), and County of Mariposa Behavioral Health ("MHP"), and Carelon Behavioral Health of California ("MCP relevant Subcontractor").

WHEREAS, The parties entered into the MOU effective January 1, 2024;

WHEREAS, MCP and MCP relevant Subcontractor entered into a subcontractor agreement that relates directly to the performance of MCP's obligations under the MOU. The subcontractor agreement between MCP and Subcontractor will expire by its terms on June 30, 2025.

WHEREAS, The parties would like to amend the MOU to remove Carelon Behavioral Health of California as the MCP relevant Subcontractor; As of July 1, 2025, MCP and MHP shall be the sole Parties to the MOU, as set forth below.

NOW, THEREFORE, the parties hereby amend the MOU as follows:

1. **Amendment.** The following modifications shall be incorporated into the Agreement:

    a. Effective July 1, 2025, the first paragraph of this MOU shall be deleted in its entirety and replaced in full with the following:

    "This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP") and County of Mariposa Behavioral Health ("MHP"), effective as of January 1, 2024 ("Effective Date"). MHP and MCP may be referred to herein as a "Party" and collectively as "Parties."

2. **Modification.** Except as specifically modified by this first amendment, all terms and conditions of the MOU shall remain in effect; provided however, if there is any conflict between the terms of this first amendment and the MOU, then the terms of this first amendment shall govern.

3. **Capitalized Terms.** All capitalized terms used, but not defined, in this first amendment shall have the meanings attributed to such terms in the MOU.

4. **Counterparts.** This first amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all of such counterparts or electronically signed documents shall together constitute one and the same first amendment.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this first amendment effective on the date stated in the introductory clause.

MCP

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION, OPERATING AS CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

_____

Signature:
Name: Michael Schrader
Title: CEO
Notice Address: 1600 Green Hills Road, #101, Scotts Valley, CA 95066-4981

MCP relevant Subcontractor

CARELON BEHAVIORAL HEALTH OF CALIFORNIA, INC.

_____

Signature:
Name:
Title:
Notice Address:

DMC-ODS
COUNTY OF MARIPOSA

_____

Signature:
Name: Rosemarie Smallcombe
Title: Chair, Board of Supervisors

DMC-ODS
COUNTY OF MARIPOSA
COUNTERSIGNED:
(Government Code §25103)

_____

Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

DMC-ODS
COUNTY OF MARIPOSA
APPROVED AS TO FORM:

_____

Signature:
Name: Walter Wall
Title: County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-208

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Mariposa County Health and Human Services Agency (HHSA) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and The Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access and receive mental health services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts.

The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County and CCAH initiated discussions about feasibility and partnership in 2012. More recently, in 2019, Mariposa County reached out to CCAH to express interest in exploring collaboration for expanding CCAH's County Organized Health System Medi-Cal MCP services. CCAH's track record of successful operations in the region, coupled with its commitment to accessibility, quality, member engagement, and provider support, has piqued the County's interest in working closely together.
The Mariposa County Board of Supervisors took significant steps in healthcare management.
On September 28th, 2021, they adopted Ordinance 2021-ORD-1166, which introduced Chapter 2.114 to Title 2 of the Mariposa County Code. This chapter is titled the 'Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission'.

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Earlier, on April 20th, 2021, the Board approved the submission of a Letter of Intent in collaboration with CCAH (Central California Alliance for Health). The purpose was to transition the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model.
Subsequently, on August 10, 2021, the Board engaged in a discussion with Stephanie Sonnenshine, CEO of CCAH, to delve into the details of this transition. They outlined the necessary steps for implementing the new health plan.
Finally, on October 3rd, 2023, the Board of Supervisors voted to approve a sub-lease agreement between the Health and Human Services Agency (HHSA) and CCAH. This agreement pertains to office space at the HHSA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed mental health services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Mariposa_MHP_MOU_Final (V4)**

VOTE RESULT

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

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MHP MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

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Memorandum of Understanding between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health and County of Mariposa

This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP**"**) and County of Mariposa Behavioral Health *("MHP"),* effective as of January 1, 2024 ("Effective Date"). Carelon Behavioral Health of California (MCP relevant Subcontractor) acts as a delegate and as such, has responsibilities related to effectuating this MOU to a Knox-Keene licensed health care service plan(s), Carelon Behavioral Health of California, Inc. must be added as an express party to this MOU and named in this MOU as having the responsibilities set forth herein that are applicable to this MCP relevant Subcontractor. MHP, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letters ("APL*"*) 18-015, 22-005, 22-006, 22-028, and MHP is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

WHEREAS, the Parties desire to ensure that Members receive MHP services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-MHP Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU.

The MCP-MHP Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP Responsible Person" means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP Liaison" means MHP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 5 of this MOU. The MHP Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP Responsible Person and/or MHP compliance officer as appropriate.

e. "Network Provider" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

g. "Downstream Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, means a subcontractor of a MHP Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of Three Years or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Behavioral Health Director, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. meet at least quarterly with MHP, as required by Section 9 of this

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MOU;

ii. report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. serve, or may designate a person at MCP to serve, as the MCP-MHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Oversight Responsibility.** The Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director, the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:

i. meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. report on MHP's compliance with the MOU to MHP's compliance officer no less frequently than quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and

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must address any compliance deficiencies in accordance with MHP's compliance program policies;

iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;

iv. ensure the appropriate levels of MHP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed

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for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals**. The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

i. The Parties must adopt a “no wrong door” referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.

2. The process by which Members who decline screening are assessed.

3. The process by which MCP:

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a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.

c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.

4. The process by which MHP:

a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.

c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.

d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician (“PCP”) visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

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7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

c. **Closed Loop Referrals.** By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,1 APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and MHP comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. **Care Coordination and Collaboration.**

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

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iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

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[1] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

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v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings,[2] or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU.

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.

3. For inpatient mental health treatment provided by MHP or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

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vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. **Enhanced Care Management.**

2. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and

c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. Community Supports.

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP protocols;

b. Identification of the Community Supports covered by MCP; and

c. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

ix. Eating Disorder Services.

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:

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a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.

a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.

b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed rugs and laboratory services, including a list of available pharmacies and laboratories.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract, and this MOU.

c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP, such as local county meetings, local community forums, and MHP engagements, to collaborate with MHP in equity strategy and wellness and prevention activities.

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10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[4]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. MHP and MCP must ~~establish policies and proce~~dures to implement the following with regard to information sharing:

[4] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf.

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i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health provider is serving as an ECM provider;

ii. A process for MHP to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and

v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program**. If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are encouraged to execute a Data Sharing Agreement (DSA). If MHP and MCP have not executed a DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the

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dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute

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a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

14. General.

a. **MOU Posting.** MCP and MHP must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

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d. **Delegation.** MCP and MHP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, the MHP Contract, and subsequently issued superseding APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically, and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP
Central California Alliance for Health

DocuSigned by:
Michael Schrader
EC05EBF4913849A...

Signature:
Name: Michael Schrader
Title: CEO
Notice Address:

SUBCONTRACTOR
Carelon Behavioral Health of California, Inc.

DocuSigned by:
Briana Duffy
022ABA4603E24FE...

Signature:
Name: Briana Duffy
Title: Subcontractor
Notice Address:

MHP
County of Mariposa

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Signature:
Name: Miles Menetrey, Chair
Title: Board of Supervisors

MHP
County of Mariposa
COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

MHP
County of Mariposa
APPROVED AT TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Signature:
Name: Steven W. Dahlem
Title: County Counsel

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Exhibit A

MCP Responsible Party -
Name: Shaina Zurlin
Title: Behavioral Health Director
Contact: szurlin@ccah-alliance.org

MCP Liaison -
Name: Julie Norton
Title: Behavioral Health Program
Contact: jnorton@ccah-alliance.org

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Exhibit B

MHP Responsible Party -

Name: Sheila Baker

Title: Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director

Contact: sbaker@mariposacounty.org

MHP Liaison -

Name: Laura Glenn

Title: Administrative Analyst – Mental Health Quality Assurance Supervisor

Contact: lglenn@mariposacounty.org

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Exhibit C

Data Elements

To the extent permitted under applicable law, the Parties must share, at a minimum:

- Member demographic information
- Behavioral and physical health information
- Diagnoses
- Assessments
- Medications prescribed
- Laboratory results
- Referrals/discharges to/from inpatient or crisis services
- Known changes in condition that may adversely impact the Member's health and/or welfare

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Certificate Of Completion

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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/23/2024 8:37:50 PM Viewed: 5/24/2024 7:26:27 AM Signed: 5/24/2024 7:27:01 AM
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Sara Grant sgrant@ccah-alliance.org Contracts Specialist Central California Alliance for Health Security Level: Email, Account Authentication (None)	DS SG Signature Adoption: Pre-selected Style Using IP Address: 12.0.70.131	Sent: 5/28/2024 10:06:03 AM Viewed: 5/29/2024 2:49:36 PM Signed: 5/29/2024 5:04:34 PM
Electronic Record and Signature Disclosure:		

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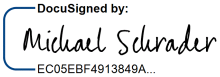
Accepted: 5/22/2024 2:56:41 PM ID: 227d6651-3bf3-4fe9-a5a2-e3d345cc18b6		
Michael Schrader mschrader@ccah-alliance.org Chief Executive Officer Central California Alliance for Health Security Level: Email, Account Authentication (None)	DocuSigned by:  EC05EBF4913849A...	Sent: 5/29/2024 5:04:36 PM Resent: 5/30/2024 8:28:22 AM Viewed: 5/30/2024 8:30:59 AM Signed: 5/30/2024 8:31:06 AM
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Briana Duffy briana.duffy@carelon.com Market President Carelon Behavioral Health Security Level: Email, Account Authentication (None)	DocuSigned by: 022ABA4603E24FE...	Sent: 5/30/2024 8:31:08 AM Viewed: 6/3/2024 11:31:18 AM Signed: 6/5/2024 8:22:09 AM
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Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	DS 	Sent: 6/5/2024 8:22:10 AM Viewed: 6/5/2024 8:30:40 AM Signed: 6/5/2024 8:30:51 AM
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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2024 10:19:39 AM
Envelope Updated	Security Checked	5/30/2024 8:28:21 AM
Certified Delivered	Security Checked	6/5/2024 8:30:40 AM
Signing Complete	Security Checked	6/5/2024 8:30:51 AM
Completed	Security Checked	6/5/2024 8:30:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-313

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Client Treatment and Salary Appropriations and Decreasing Transfer Appropriations within the Health Department 401 Budget for Fiscal Year (FY) 24-25 to Pay Expenses Through Year End ($59,000)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Client Treatment and Salary Appropriations and Decreasing Transfer Appropriations within the Health Department 401 Budget for Fiscal Year (FY) 24-25 to Pay Expenses Through Year End ($59,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS

This budget action increases Health Department 401 client treatment and salary appropriations and decreases excess transfer out appropriations. Client treatment and salary expenses charged to Department 401 Fund 3543 Inmate Medical Services have exceeded the estimated budget for FY24-25, and transfer out expenses will be reduced to offset the increase.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY24-25.

FINANCIAL IMPACT

There is no impact to the County General Fund. This Budget Action increases Health Department 401 client treatment and salary appropriations by $59,000 and decreases excess transfer out appropriations by $59,000 in the Department 401 Fund 3543 Budget.

ATTACHMENTS

1. 2025 End of year Budget Action #5 Inmate Medical Services Fund 3543 v2

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

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

EXCUSED: District V Supervisor Miles Menetrey

8/5/25 item agenda 2507

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3543	401	51111		Regular salary and wages	47,000	
3543	401	60541		Client-Medical Professionals	12,000	
3543	401	80111		Transfer Out		59,000
1001	401	49101		Transfer In		(59,000)
1001	401	52201		Medical - Active Employees		11,000
1001	401	60318		Legal Services		48,000
	FY2025 End of the year Budget Action #5 Inmate Medical Services Fund 3543					
				TOTALS	59,000	59,000

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

( ) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

(X) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE KKelley DATE 7/22/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-314

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) with Merced County Community Action Board Dba: Merced County Community Action Agency in an Amount of $2,280 for Training; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Merced County Community Action Board Dba: Merced County Community Action Agency in an Amount of $2,280 for Training; and Authorize the Board of Supervisors Chair to Sign the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is no current agreements with Merced County Community Action Agency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

HHSA Staff would need to find alternative to the Department of Energy and Residential Energy Modeling Training.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **MCCAA MOU - 2026 Training**

VOTE RESULT

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

Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is made on this _____, 2025, by and between Merced County Community Action Board dba Merced County Community Action Agency of 1235 West Main Street, Merced, California 95340-4524 (hereinafter referred to as "MCCAA") and County of Mariposa, a political subdivision of the State of California (hereinafter referred to as "County"), P.O. Box 99, Mariposa, California 95338, collectively referred to as the "Parties", for the purpose of achieving the various aims and objectives relating to the Department of Energy (DOE) Assessment and Residential Energy Modeling (REM) Design Training ("Project").

WHEREAS MCCAA and County desire to enter into an agreement in which MCCAA and County will work together to complete the Project;

AND WHEREAS MCCAA and County are desirous of entering into a Memorandum between them, setting out the working arrangements that each of the Parties agree are necessary to complete the Project.

Purpose
The purpose of this Memorandum is to provide the framework for any future binding contract regarding the DOE Assessment and REM Design Training between MCCAA and County.

Obligations of the Parties
The Parties agree to work together in the true spirit of partnership to ensure that there is united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation
The activities and services for the Project shall include, but are not limited to:

a. Services to be rendered by MCCAA include:

Consecutive 3-day Training provided by WX Assessor to cover DOE Assessment and REM Design. Training days are scheduled for 7/14/2025 through 7/16/2025, or as otherwise mutually agreed upon by the Parties. The cost of the training will be at $95.00 an hour for an 8-hour day, for each of the three (3) training days for a total cost of $2,280.00.

b. Services to be rendered by County include:

N/A

Resources
The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

a. MCCAA agrees to provide the following financial, material, and labor resources in respect of the Project:

Training location, three (3) day agenda, training materials

b. County hereby agrees to provide the following financial, material, and labor resources in respect of the Project:

Payment of an approved invoice within 30 days of submission following the 3-day training

Communication Strategy
Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of the Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability
No liability will arise or be assumed between the Parties as a result of this Memorandum.

Dispute Resolution
In the event of a dispute between the Parties in the negotiation or execution of the Memorandum relating to this Project, a dispute resolution group will convene consisting of the Chief Executives, or their designees, of each of the Parties together with one other person independent of the Parties appointed by the Chief Executives, or their designees. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Parties agree that the decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither Party is obligated to enter into any binding contract to complete the Project.

Term
The arrangements made by the Parties by this Memorandum shall remain in place from July 14, 2025 until July 16, 2025, or as otherwise mutually agreed upon by the Parties. The term may be extended only by mutual agreement of the Parties.

Notice
Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law
This Memorandum shall be construed in accordance with the laws of the State of California.

Assignment
Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

Amendment
This Memorandum may be amended or supplemented in writing, if the writing is signed by the Parties obligated under this Memorandum.

Severability
If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is

invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded
This Memorandum constitutes the entire Memorandum between the Parties relating to the Project and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding
It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

a. Each Party will work together in a coordinated fashion for the fulfillment of the Project.
b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
c. To the extent possible, each Party will participate in the development of the Project.
d. Nothing in this Memorandum shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
f. This Memorandum will be effective upon the signature of both Partners.
g. Any Party may terminate its participation in this Memorandum by providing written notice to other Party to the address noted above.

The following Parties support the goals and objectives of the DOE Assessment and REM Design Training:

Signatories
This Memorandum shall be signed on behalf of MCCAA by Brenda Callahan-Johnson, Chief Executive Officer, and on behalf of County as outlined below. This Memorandum shall be effective as of the date first written above.

COUNTY OF MARIPOSA	Merced County Community Action Agency
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Brenda Callahan-Johnson Chief Executive Officer
COUNTERSIGNED: *(Government Code § 25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-315

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $573,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $573,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This specific agreement represents service delivery for a multi-year grant-funded program. On October 4, 2022, the Mariposa County Board of Supervisors approved the Mental Health Services Oversight and Accountability Commission (MHSOAC} grant fund of $2,500,000. Funding under this grant program enables grantees to enhance county partnerships with school-based programs. Said partnership expands access to mental health services for children and youth, including campus-based mental health services; and facilitates linkages and access to ongoing and sustained services. The term of the grant fund occurs through December 31, 2026. The Health and Human Services Agency (HHSA) passes this funding on to MCOE to perform services to students. HHSA is acting as a pass-through agency for all funding under the grant, which is utilized by MCOE staff according to the plan that MCOE has developed. The amount of $500,000 for the agreement in the resolution has been established for the program planning necessary to achieve optimal outcomes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement was approved by the Board of Supervisors on June 11, 2024, through Resolution #2024-241.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the County runs the risk of non-compliance with the requirements of approved grant funding. Furthermore, MCOE administration and the students of the County will not receive the benefit of $2,500,000 to perform mental health services.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa County Unified School District 2026

VOTE RESULT

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

AGREEMENT FOR SCHOOL BASED MENTAL HEALTH 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 Mariposa County Unified School District & Mariposa County Office of Education, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on June 1, 2025, and terminate on May 31, 2026 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $573,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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:
Mariposa Office of Education
5082 Old Highway North
Mariposa, CA 95338
209-742-0250

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.

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	Jeff Aranguena, Superintendent Mariposa County Unified School & District Mariposa County Office of Education

COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

I. Program Description and Purpose:

Contractor shall continue to develop, maintain and document a school-based mental health services program that meets all Mental Health Student Services Act requirements listed in welfare and institutions code section 5886.

Contractor will coordinate and collaborate with Mariposa County Behavioral Health for the delivery of mental health services to the targeted population of children, youth and young adults including the development, implementation and evaluations of program and services.

II. Background:

The Mental Health Student Services Act (MHSSA) provides grants for partnerships between county mental health agencies and local education agencies to deliver school-based mental health services to young people and their families. These partnerships support outreach to identify early signs of unmet mental health needs, reduce stigma and discrimination, and prevent unmet mental health needs from becoming severe and disabling.

Authorized by Senate Bill 75 as part of the State's 2019 Budget Act, the MHSSA allocated $40 million one-time and $10 million ongoing funding for school-county mental health partnerships. The Budget Act of 2021 provided an additional $95 million to fund applicants who applied in the first round of funding but did not receive a grant.

The MHSSA seeks to foster partnerships between County Behavioral Health departments and local education entities to provide school-based mental health services to children, youth, and their families. The Mental Health Services Oversight and Accountability Commission (MHSOAC) awarded grants to County Behavioral Health to fund these partnerships and shall be used to provide support services that include, at a minimum, services that are provided on school campuses, to the extent practicable, suicide prevention, drop-out prevention, placement assistance, continuum-of-care for students in need on ongoing services, and outreach to high-risk youth. High-risk youth shall include foster youth, youth who identify LGBTQ+, and youth who have been expelled or suspended from school.

III. Performance Management:

a) Contractor shall manage the program to ensure data collection to support the objectives and outcomes.
b) Contractor will cc. County on email report submissions to the MHSOAC.
c) Contractor will provide proof of completed deliverables as outlined below in exhibit B.
d) Contractor shall report bi-annually to County on all data collected.
e) Contractor shall inform County of any substantial changes to the approved plan.
f) Contractor shall participate in monthly meetings collaborating with County.

Exhibit B
COST PROPOSAL

This contract is not to exceed the amount of $573,000 annually. Contractor will invoice County on a bi-annual basis based on the deliverables outlined below:

Dates	Deliverable	Cost
06/01/2025 – 11/30/2025	1. Hiring Report (Quarter 1 & Quarter 2) 2. Grant Award Claim Form (Quarter 1& Quarter 2) 3. Monthly Check in Report (June, July, August, September, October, November) 4. Evaluation Data as required by the MHSOAC	$286,500.00
12/1/2025 – 05/31/2026	1. Hiring Report (Quarter 3 & Quarter 4) 2. Grant Award Claim Form (Quarter 3 & Quarter 4) 3. Monthly Check in Report (December, January, February, March, April, May) 4. Evaluation Data as required by the MHSOAC	$286,500.00
	Total:	$573,000.00

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-316

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $1,071,145 for Jail-Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $1,071,145 for Jail-Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. The proposed one-year MOU includes on-site medical and psychological care services for the one-year duration agreement. The proposed MOU also includes telemedicine and telepsych. The related telemedicine and telepsych equipment has been acquired and installed on site. The use of telemedicine and telepsych enhances services while remaining cost-efficient in view of our distance from medical and psychological specialists.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent MOU between MCSO and HHSA on July 16, 2024 through Resolution #2024-312.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the MOU is not approved, MCSO will need to seek an agreement with an alternate service provider, probably at a higher cost.

FINANCIAL IMPACT

The Inmate Services costs have been included in the FY 25-26 Sheriff ADF and HHSA Health Division Budgets.

ATTACHMENTS

1. MOU Jail Based SO-HHSA 2026-2028 & Exhibit A

VOTE RESULT

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

MOU Between the Health and Human Services Agency and Sheriff's Office

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mariposa County Health and Human Services Agency, hereinafter referred to as HHSA, and Mariposa County Sheriff's Office, hereinafter referred to as MCSO.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and MCSO to support the Jail Based Services program. The agreement has a term of July 1, 2025, through June 30, 2028.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits all parties involved and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. Services include telemedicine and telepsychiatry, and onsite support from Public Health and Behavioral Health staff.

B. COMPENSATION:

Compensation for this MOU is not to exceed $1,071,145 per fiscal year, Exhibit A-Budget provides specific information related to allocated costs for this program. MCSO shall complete the annual payment to HHSA before June 30 in each fiscal year, for the term of this contract. Total not to exceed for the term of this MOU is $3,213,435.

C. RESPONSIBILITIES:

HHSA will:

1. Provide the necessary staffing for the Jail Based Services contract, including:
    a. Daily nursing staff (8:00am-7:00pm) for inmate daily medical needs and receiving screenings.
    b. Availability of a Nurse Practitioner (in person or telehealth) no less than 0.5 FTE for inmate medical needs.
    c. A Medical Doctor available for consultation during regular service hours.
    d. A licensed or registered/waivered clinician Monday through Friday, excluding County holidays for behavioral health and substance use disorder (BH/SUD) assessment and treatment.
    e. A Psychiatrist (in-person or telehealth) at 4 hours per week, as needed for psychiatric or medication-assisted treatment (MAT) medication management.

f. On-call nursing availability for telephone consultation only.
    i. Calls may be made for an after-hours medical situation that is difficult to determine the seriousness of and rely on telephone consultation with a nurse.
    ii. Any instance of an obvious medical or psychiatric emergent or urgent nature will be automatically taken to John C. Fremont Emergency Department.

g. On-call medical staff availability when an inmate who is placed in a restraint chair will be medically evaluated within specific timelines.
    i. A medical opinion on placement and retention shall be secured within one hour from the time of placement. A medical assessment shall be completed within four hours of placement.

h. Monthly license verification for all licensed providers.

2. HHSA nursing staff will follow standardized nursing protocols.
3. Administer involuntary medications in accordance with standardized procedures and valid physician orders.
4. HHSA Mental Health Assistant III will coordinate discharge planning with continued services for each inmate prior to release from the Adult Detention Facility, including discharge materials.
5. HHSA will coordinate with Probation staff on case management needs of inmates.
6. HHSA-Public Assistance Branch will assist inmates in applying for benefits.
7. Provide written protocols for medical staff including the development of a Health Care Procedures Manual as outlined in Title 15 section 1206, 1208.5,1209, and 1212.
8. Maintain all client health records in accordance with record retention protocols within the appropriate Electronic Health Record.
9. Inmate records requests will be processed by the HHSA Medical Records Unit.
10. Submit MCIP claims for services rendered to Medi-Cal eligible inmates when claimable.
11. Order and coordinate medications for inmates.
12. Maintain a pharmacy contract to provide medication formulary and stock for dispensing prescribed medications.
13. Provide data reports
    a. Type and number of services provided
    b. Number of individuals served
    c. Transition referrals upon release
    d. Pharmaceutical orders and utilization reports
14. HHSA will not provide
    a. Urgent or emergent medical response
    b. Physical restraint of clients
    c. Involuntary lab draws for legal purposes

Sheriff's Office will:

1. Provide an office for HHSA staff who are part of the Jail Based Services Program.
2. Provide adequate space for any telehealth equipment.
3. Be responsible for the supervision of inmates and assist HHSA staff when supervision is requested.
4. Coordinate appointment times with Jail Based Services Team.
5. Provide reentry program materials (provided by HHSA) to inmates upon discharge.
6. Inform HHSA staff of any inmate discharge plans to facilitate coordination discharge planning with external partners.
7. Provide after-hours emergency care for inmates via the emergency department.
8. Utilize crisis protocols for after-hours crisis evaluations of inmates.
9. Provide PREA training, security protocol training, and emergency procedures training for relevant staff.
10. Provide forensic medical services, including the drawing of blood alcohol samples, body cavity searches, and other functions required for prosecution.
11. Provide full compensation for all medications ordered and distributed to inmates.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

   Modifications within the scope of the instrument shall be made with the mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

   Any of the parties, in writing, may terminate the instrument as a whole, or in part, at any time before the date of expiration.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

   Mariposa County Sheriff's Office
   Jeremy Briese
   P.O. Box 276
   Mariposa, CA 95338
   209 966 5090

   Mariposa County Health and Human Services
   Kristina Keheley, Interim Director

209-966-2000
PO Box 99
Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
This instrument shall become effective as of July 1, 2025 and is effective through June 30, 2028, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

_____ _____
Jeremy Briese, Sheriff Date
Mariposa County Sheriff's Office

_____ _____
Kristina Keheley, Director Date
Mariposa County Health and Human Services Agency

COUNTY OF MARIPOSA

_____ _____
Rosemarie Smallcombe, Chair Date
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____ _____
Danielle Bondshu Date
Clerk of the Board

APPROVED AS TO FORM:

_____ _____
Walter Wall Date
County Counsel

Inmate Medical Services

3543-401 — **Fiscal Year 2025-2026**

ACCT	DESCRIPTION	REQUESTED BUDGET	SEPTEMBER ADJUSTMENTS	ON-GOING ADJUSTMENTS	MID-YEAR ADJUSTMENTS	NET BUDGET	NOTES
	REVENUES						
45063	State Revenue					0	
49101	Transfer in from jail	1,071,145				1,071,145	Leigh/SO will do Transfer in as it comes from SO
49999	Beginning Balance					0	
	TOTAL REVENUES	**1,071,145**	**0**	**0**	**0**	**1,071,145**	
	EXPENSES						
51111	Account Tech I-II	4,405				4,405	
	Admin Analyst I-II	6,668				6,668	
	Licensed Vocational Nurse	133,355				133,355	
	Mental Health Clinician	8,948				8,948	
	Nurse Practitioner	146,956				146,956	
	Program Administrator	56,733				56,733	
	Registered Nurse	122,317				122,317	
	Senior Administrative Analyst	10,552				10,552	
	Staff Services Analyst I-II	23,812				23,812	
						0	
51111	**TOTAL SALARIES**	**513,746**	**0**	**0**	**0**	**513,746**	
51112	Extra-Help Psychiatrist Dr. Harry	137,692				137,692	
	Extra-Help nurses Jail budget					0	
						0	
51115	Overtime					0	
51202	Longevity	141				141	
51205	Out of Class					0	
51215	PERS Incentives (Stipends)	4,620				4,620	
	TOTAL OTHER COMP	**142,453**	**0**	**0**	**0**	**142,453**	
52101	Retirement-Employer	54,237				54,237	
52102	Unfunded Liability Payment	67,258				67,258	
52103	Retirement-Employee					0	
52201	Medical-Active Employees	84,280				84,280	
52202	Dental-Active Employees	3,830				3,830	
52203	Vision-Active Employees	767				767	
52205	Life Insurance	261				261	
52206	Cash Cafeteria Plan	5,347				5,347	
52208	Medical Insurance Admin Fee	267				267	
52301	Social Security	32,862				32,862	
52302	Medicare	9,683				9,683	
52303	SDI	6,164				6,164	
52401	Accrued Benefits					0	
52501	Workers Comp Insurance					0	
52502	Group Health Retirees					0	
52503	Unemployment					0	
	TOTAL BENEFITS	**264,956**	**0**	**0**	**0**	**264,956**	
	TOTAL SALARIES/BENEFITS	**921,155**	**0**	**0**	**0**	**921,155**	
60111	Training and Seminars	5,000				5,000	
60121	Meals					0	
60122	Lodging					0	
60123	Mileage					0	
60151	Medical Supplies	11,244				11,244	
60153	Special Department Supplies	4,200				4,200	
60191	Memberships					0	
60201	Miscellaneous Expense					0	
60215	Janitorial Supplies					0	
60301	General Professional Services					0	
60421	Equipment	1,500				1,500	
60431	Software					0	
60541	Client-Medical Professionals	10,472				10,472	Insycnc Licenses based on prior year budget
	TOTAL OVERHEAD	**32,416**	**0**	**0**	**0**	**32,416**	
80111	Transfer out to 1001-401-49101	117,574				117,574	
	INTRAFUND TRANSFERS	**117,574**	**0**	**0**	**0**	**117,574**	
	TOTAL ALL EXPENSES	**1,071,145**	**0**	**0**	**0**	**1,071,145**	
	OVER/(SHORT)	0	0	0	0	0	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Submission of a Federal Aviation Administration (FAA) Grant Application for Airport Improvement Plan (AIP); Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel); and Approve Budget Action Transferring Funds to Appropriate the Airport Rehabilitation Fund Line ($316,500) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve the Submission of a Federal Aviation Administration (FAA) Grant Application for Airport Improvement Plan (AIP); Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel); and Approve Budget Action Transferring Funds to Appropriate the Airport Rehabilitation Fund Line ($316,500) (4/5th Vote Required).

The County is pursuing funding through the Airport Improvement Program (AIP) Grant to support the Pavement Maintenance Management Program at the Mariposa-Yosemite Airport. This program will enable the County to monitor, evaluate, and maintain the airport's pavement infrastructure. The AIP grant requires a 10% local match. To help offset this requirement, the California Department of Transportation administers a State AIP Matching Program, which can provide up to 5% in matching funds for eligible AIP projects. This support effectively reduces the local funding burden for participating agencies. Please note that this opportunity comes with a strict 10-day deadline to complete all required documentation and approvals.

The project will be accomplished through the recently approved On-Call Airport Design and Planning Services Agreement with Tartaglia Engineering.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 11, 2025, the Board adopted Resolution 2025-95, approving a five-year agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action means the County would likely not be able to fund this project and would forgo grant funds from both the FAA and Caltrans.

FINANCIAL IMPACT

The local match will be paid out of Fund 6612.

ATTACHMENTS

1. **AIP Grant Application - Mariposa PMMP - 2025**
2. **Budget Action FAA-6612**
3. **Resolution 2025-95**

Application for Federal Assistance

Mariposa – Yosemite Airport

County of Mariposa, California

AIP 3-06-0147-0XX-2025, to include:

Pavement Maintenance Management Plan (PMMP)

July, 2025

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338
Phone: (209) 966-5356

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received: 04/29/2024

4. Applicant Identifier: MPI

5a. Federal Entity Identifier: 1X4D9

*5b. Federal Award Identifier: 2024-1029

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Mariposa

*b. Employer/Taxpayer Identification Number (EIN/TIN): 946000880

*c. UEI: PNG4LUYEKK53

d. Address:

*Street 1: 4639 Ben Hur Road
Street 2:
*City: Mariposa
County/Parish:
*State: CA
*Province:
*Country: USA: United States
*Zip / Postal Code 95338-0000

e. Organizational Unit:

Department Name: Public Works

Division Name: Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Samuel
Middle Name:
*Last Name: Cerveny
Suffix:

Title: Public Works Deputy Director

Organizational Affiliation: Airport

*Telephone Number: (209) 966-5356 Fax Number:

*Email: scerveny@mariposacounty.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The unincorporated community of Mariposa in Mariposa County

***15. Descriptive Title of Applicant's Project**:

Pavement Maintenance Management Plan (PMMP).
Perform a geotechnical investigation of airfield pavements (runway, taxiways, aprons, taxilanes), detailed investigation into existing records, in-depth site inspection, and generate a Pavement Maintenance Management Plan (PMMP).

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 5 *b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025 *b. End Date: 06/15/2026

18. Estimated Funding ($):

*a. Federal	$ 135,353
*b. Applicant	$ 357
*c. State	$ 6,767
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 142,477

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. *First Name: Shannon

Middle Name:

*Last Name: Hansen

Suffix:

*Title: Director, Public Works and Transportation

*Telephone Number: (209) 966-5356 Fax Number: (209) 966-2828

*Email: shansen@mariposacounty.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Comprehensive Airport Land Use Plan

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional property required.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional property required.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	FAA - Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			132,477
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 142,477
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			142,477
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			$ 142,477
19. Federal Share requested of Line 18			135,353
20. Grantee share			357
21. Other shares			6,767
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 142,477

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Airport revenue: fuel sales, ground leases, and hangar rents	357
h. **TOTAL -** Grantee share	$ 357
25. Other Shares	**Amount**
a. State	6,767
b. Other	
c. **TOTAL -** Other Shares	$ 6,767
26. TOTAL NON-FEDERAL FINANCING	$ 7,124

SECTION E – REMARKS (Attach sheets if additional space is required)
None.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Paverment Maintenance Management Plan PMMP)

AIRPORT: Mariposa - Yosemite Airport

1. Objective:

The objective of this project is to evaluate all existing airfield pavements including runway, taxiways, aprons, and taxilanes, to gain a better understanding of the critical asset that serves the flying public, and to apply engineering analysis and evaluation with a resulting Pavement Maintenance Management Plan.

2. Benefits Anticipated:

The benefits of the undertaking include gaining tools necessary for the proper and accurate management of the pavement asset at Mariposa.

3. Approach: (See approved Scope of Work in Final Application)

The County of Mariposa has retained Tartaglia Engineering to perform consulting engineering services including the detailed review and evaluation of the pavement asset and formulation of a Pavement Maintenance Management Plan (PMMP) to serve the airport and county as maintenance and rehabilitation budgets are prepared into the future. The evaluation will commence in fall of 2025 with completion scheduled for the end of June 2026.

4. Geographic Location:

Mariposa Yosemite Airport is located along the north side of California State Route 49, in the unincorporated area of Mariposa County along the Sierra-Nevada foothills, approximately 3.5 miles northwest of the town of Mariposa, California.

5. If Applicable, Provide Additional Information:

None.

6. Sponsor's Representative: (include address & telephone number)

Samuel Cerveny, Public Works Deputy Director
County of Mariposa, 4639 Ben Hur Road, Mariposa, CA 95338
Phone: (209) 966-5356 E-mail: scerveny@mariposacounty.org

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6612	303	46143	FAA Grant Revenue		(309,000)	
6612	303	45203	Caltrans State Revenue		(7,500)	
6612	303	70331	Infrastructure		316,500	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: Budget FAA Grant proceeds for Airport Improvement

DEPT HEAD SIGNATURE [signature] DATE 7/14/25

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Public Works - Airport Rehabilitation

AUDITOR'S USE ONLY
BA #

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MINUTE ORDER ATTACHED

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

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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)**

DS
LG

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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

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COUNTY of MARIPOSA

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

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

TO:	SHANNON HANSEN/Public Works and Transportation Director
FROM:	MALENA PALMER/Deputy Clerk of the Board
SUBJECT:	Tartaglia Engineering Agreement
RESOLUTION:	2025-095

The following action was taken by the Mariposa County Board of Supervisors on **March 11th, 2025:**

CA.11 **Public Works** **RES-2025-095**

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

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

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of March, 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.

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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.

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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.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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

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

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

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

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, 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

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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

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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

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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.

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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

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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.

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COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
John A. Smith
397A2A85F33B4BA...

John A. Smith, Principal
Tartaglia Engineering

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

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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.

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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.

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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

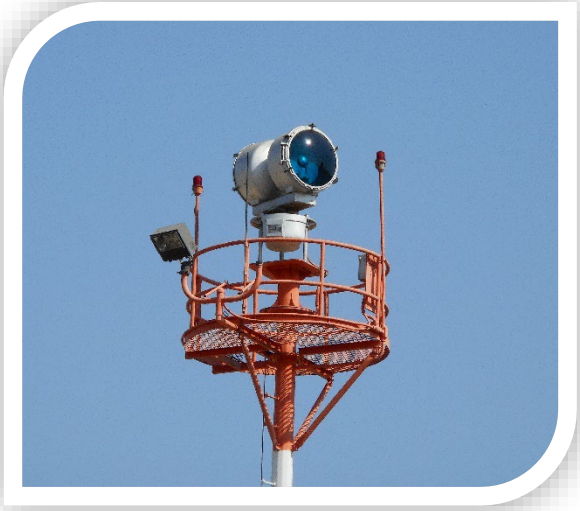
DESIGN
- Topographic survey
- Construction Improvement Plans
- Value engineering and life-cycle cost analysis
- Contract documents and specifications
- Final cost estimates
- Bidding assistance
- Construction Safety Phasing Plans

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.

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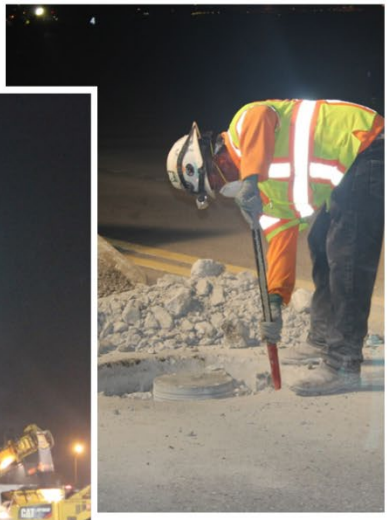
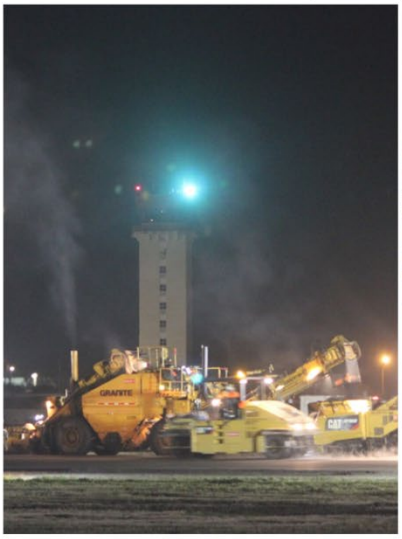
COMPARABLE PROJECTS – PROPOSER EXPERIENCE

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

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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

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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

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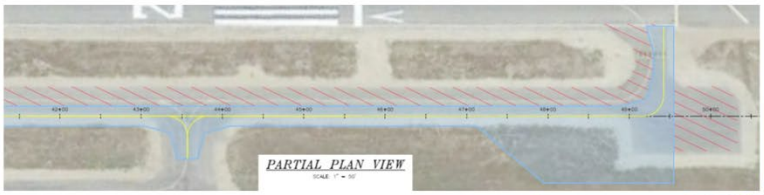
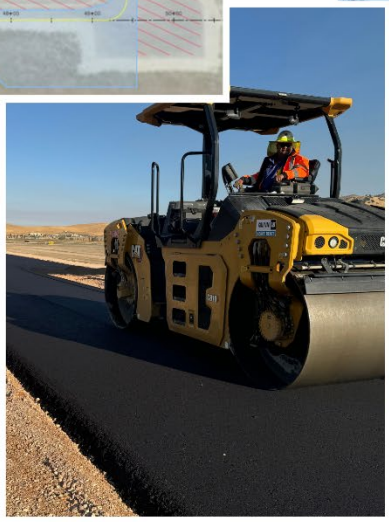
REHABILITATE AND RELOCATE PARALLEL AND CONNECTING TAXIWAYS, TEHACHAPI MUNICIPAL AIRPORT





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

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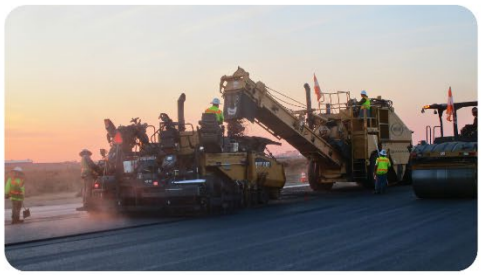
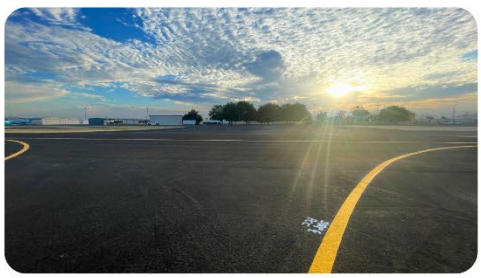
REHABILITATE PARALLEL AND CONNECTING TAXIWAYS PORTERVILLE MUNICIPAL AIRPORT

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

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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

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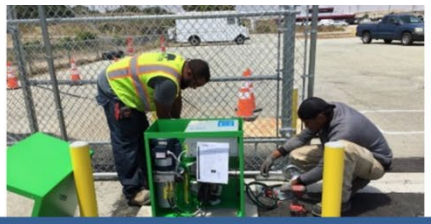
CLASS 5 ARFF VEHICLE PROCUREMENT
SANTA MARIA PUBLIC AIRPORT

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

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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.

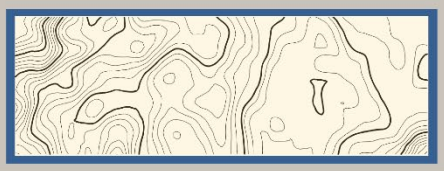
- Resident Project Representative/ Civil Inspector
- Project Estimates
- Specifications

JON H. BRATT, E.I.T.

- Land Surveying
- Mapping
- Legal Descriptions

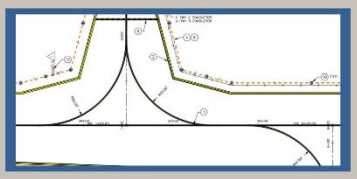
SCOTT A. KOPE, P.E.

- Grading Design
- Surface Drainage
- Stormwater Systems / Management



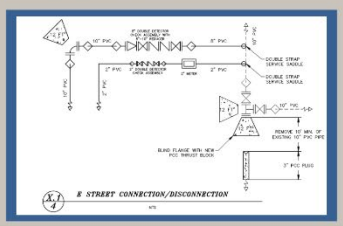
MICHAEL R. ARMS, E.I.T.

- 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

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TEAM ORGANIZATION

JOHN A. SMITH
TEAM LEAD / PROJECT MANAGER

SURVEYING

JON BRATT, E.I.T.
TOPOGRAPHIC SURVEYING

PLANNING AND G.I.S.
LOGAN GREEN

DESIGN

JASON HARGREAVES, P.E.
LEAD DESIGN ENGINEER

AIRFIELD DESIGN
MICHAEL ARMS, E.I.T.

HYDROLOGY
SCOTT KOPE, P.E.

GEOTECHNICAL INVEST.
SANTIAGO ESPINOZA, P.E.
QSD

CONSTRUCTION

BRETT DOLAN, P.E.
CONSTRUCTION MANAGER

CONSTRUCTION SURVEY
ROBERT TARTAGLIA. P.E.

CSPP PREPARATION
NOLI GAMIAO, E.I.T.

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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

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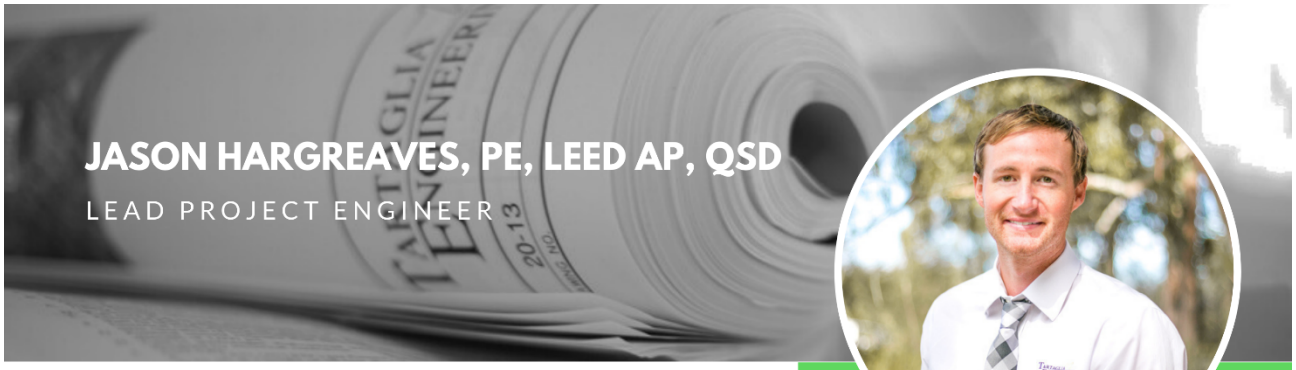

JASON HARGREAVES, PE, LEED AP, QSD

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

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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

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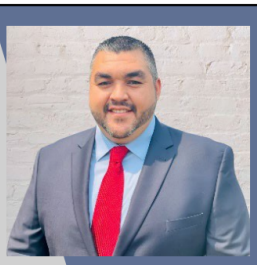
Santiago Espinoza, PE – Construction Services Group Manager

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

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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

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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

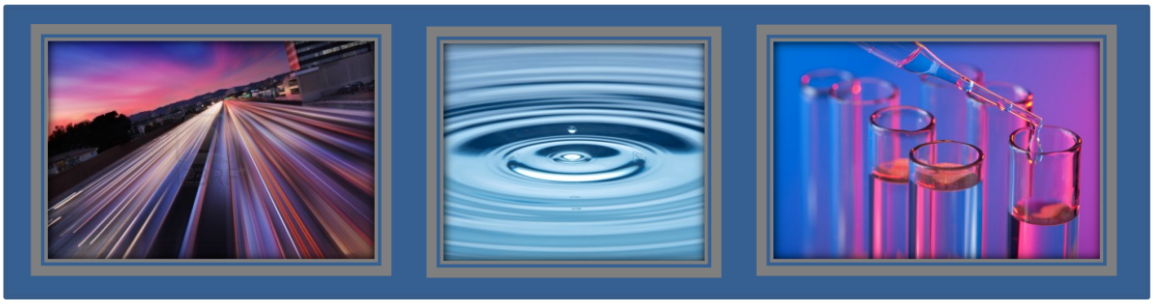
BSK environmental consulting services range from due diligence Phase I & II, biological & ecological studies, CEQA/NEPA support, Brownfields, feasibility studies, and water supply assessments at site selection, to assessment, remediation, waste characterization, and treatment design. We routinely provide 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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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.

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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

TARTAGLIA ENGINEERING

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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? Y/N [N] (Mandatory in NH) 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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Certificate Of Completion

Envelope Id: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05
Status: Completed
Subject: Complete with Docusign: Mariposa County Res 2025-95-PW-Tartaglia.pdf
Source Envelope:
Document Pages: 47
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/24/2025 3:16:19 PM
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COBagreements@mariposacounty.org
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/24/2025 3:19:52 PM Viewed: 3/24/2025 4:01:17 PM Signed: 3/24/2025 4:01:23 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2025 4:01:17 PM ID: dcd76fb9-4a96-4b66-b317-dc688c27dce0		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.126.80	Sent: 3/24/2025 4:01:25 PM Viewed: 3/24/2025 5:54:03 PM Signed: 3/24/2025 5:54:23 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2025 5:54:03 PM ID: d5e0e015-d462-4552-95ab-96e6cd8e814b		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/24/2025 5:54:26 PM Viewed: 3/27/2025 9:18:29 AM Signed: 3/27/2025 9:18:39 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
John A. Smith john@tartaglia-engineering.com Principal Security Level: Email, Account Authentication (None)	DocuSigned by: John A. Smith 397A2A85F33B4BA... Signature Adoption: Pre-selected Style Using IP Address: 24.176.225.158	Sent: 3/27/2025 9:18:41 AM Viewed: 3/27/2025 9:23:26 AM Signed: 3/27/2025 9:23:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/27/2025 9:23:26 AM ID: 141c521a-015d-4cf0-987b-b0b5d46cd36b		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/27/2025 9:23:46 AM Viewed: 3/27/2025 9:31:39 AM Signed: 3/27/2025 9:31:44 AM

Electronic Record and Signature Disclosure:
Accepted: 3/27/2025 9:31:39 AM
ID: 681ffba3-c9a7-4d12-831b-bf017acfb15b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2025 3:19:53 PM
Certified Delivered	Security Checked	3/27/2025 9:31:39 AM
Signing Complete	Security Checked	3/27/2025 9:31:44 AM
Completed	Security Checked	3/27/2025 9:31:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve the Submission of the Airport Infrastructure Grant (AIG) Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submission of the Airport Infrastructure Grant (AIG) Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel).

The County plans to apply for funding through the Airport Infrastructure Grant (AIG), also known as the AIG Funding Reallocation (AFR) Program. This FAA-administered program, established under the Bipartisan Infrastructure Law, allows unused airport grant funds to be reassigned to eligible projects that are ready to move forward. The County intends to use this funding to support the Pavement Maintenance Management Program at the Mariposa-Yosemite Airport. Please note that this opportunity comes with a strict 10-day deadline to complete all required documentation and approvals.

The project will be accomplished through the recently approved On-Call Airport Design and Planning Services Agreement with Tartaglia Engineering.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 11, 2025, the Board adopted Resolution 2025-95, approving a five-year agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and County will forgo grant funds needed for the Pavement Maintenance Management Program at the Mariposa-Yosemite Airport.

FINANCIAL IMPACT

There is a local 10% match, which will come from Fund 6612.

ATTACHMENTS

1. AIG Grant Application - Mariposa PMMP Geotech and Survey - 2025

2. Resolution 2025-95_Tartaglia Agreement

Application for Federal Assistance

Mariposa – Yosemite Airport

County of Mariposa, California

AIG 3-06-0147-0XX-2025, to include:

Pavement Maintenance Management Plan (PMMP)
(Geotechnical Investigation and Topographic Survey)

July, 2025

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338
Phone: (209) 966-5356

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received: 04/29/2024

4. Applicant Identifier: MPI

5a. Federal Entity Identifier: 1X4D9

*5b. Federal Award Identifier: 2024-1029

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Mariposa

*b. Employer/Taxpayer Identification Number (EIN/TIN): 946000880

*c. UEI: PNG4LUYEKK53

d. Address:

*Street 1: 4639 Ben Hur Road
Street 2:
*City: Mariposa
County/Parish:
*State: CA
*Province:
*Country: USA: United States
*Zip / Postal Code 95338-0000

e. Organizational Unit:

Department Name: Public Works

Division Name: Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Samuel
Middle Name:
*Last Name: Cerveny
Suffix:

Title: Public Works Deputy Director

Organizational Affiliation: Airport

*Telephone Number: (209) 966-5356 Fax Number:

*Email: scerveny@mariposacounty.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The unincorporated community of Mariposa in Mariposa County

***15. Descriptive Title of Applicant's Project**:

Pavement Maintenance Management Plan (PMMP).
Perform a geotechnical investigation and site topographic survey to be used in the preparation of a Pavement Maintenance Management Plan (PMMP).

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 5 *b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025 *b. End Date: 06/15/2026

18. Estimated Funding ($):

*a. Federal	$ 156,296
*b. Applicant	$ 8,227
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 164,523

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. *First Name: Shannon

Middle Name:

*Last Name: Hansen

Suffix:

*Title: Director, Public Works and Transportation

*Telephone Number: (209) 966-5356 Fax Number:

*Email: shansen@mariposacounty.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Comprehensive Airport Land Use Plan

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional property required.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional property required.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	FAA - Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			154,523
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 164,523
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			164,523
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			$ 164,523
19. Federal Share requested of Line 18			156,296
20. Grantee share			8,277
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 164,523

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Airport revenue: fuel sales, ground leases, and hangar rents	8,277
h. **TOTAL -** Grantee share	$ 8,277
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL -** Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 8,277

SECTION E – REMARKS (Attach sheets if additional space is required)
None.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Paverment Maintenance Management Plan PMMP)

AIRPORT: Mariposa - Yosemite Airport

1. Objective:

The objective of this project is to perform a geotechnical investigation and site topographic survey to be used in the airport Pavement Maintenance Management Plan.

2. Benefits Anticipated:

The benefits of the undertaking include gaining tools necessary for the proper and accurate management of the pavement asset at Mariposa.

3. Approach: (See approved Scope of Work in Final Application)

The County of Mariposa has retained Tartaglia Engineering to perform consulting engineering services including the geotechnical investigation. The investigation will commence in fall of 2025, and the information will be incorporated into the PMMP. The PMMP will be completed by June 2026.

4. Geographic Location:

Mariposa Yosemite Airport is located along the north side of California State Route 49, in the unincorporated area of Mariposa County along the Sierra-Nevada foothills, approximately 3.5 miles northwest of the town of Mariposa, California.

5. If Applicable, Provide Additional Information:

None.

6. Sponsor's Representative: (include address & telephone number)

Sameul Cerveny, Public Works Deputy Director
County of Mariposa, 4639 Ben Hur Road, Mariposa, CA 95338
Phone: (209) 966-5356 E-mail: scerveny@mariposacounty.org

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MINUTE ORDER ATTACHED

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

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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)**

DS
LG

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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

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COUNTY of MARIPOSA

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

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

TO:	SHANNON HANSEN/Public Works and Transportation Director
FROM:	MALENA PALMER/Deputy Clerk of the Board
SUBJECT:	Tartaglia Engineering Agreement
RESOLUTION:	2025-095

The following action was taken by the Mariposa County Board of Supervisors on **March 11th, 2025:**

CA.11 **Public Works** **RES-2025-095**

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

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

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of March, 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.

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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.

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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.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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

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

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

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

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, 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

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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

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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

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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.

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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

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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.

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COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
John A. Smith
397A2A85F33B4BA...

John A. Smith, Principal
Tartaglia Engineering

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

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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.

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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.

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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

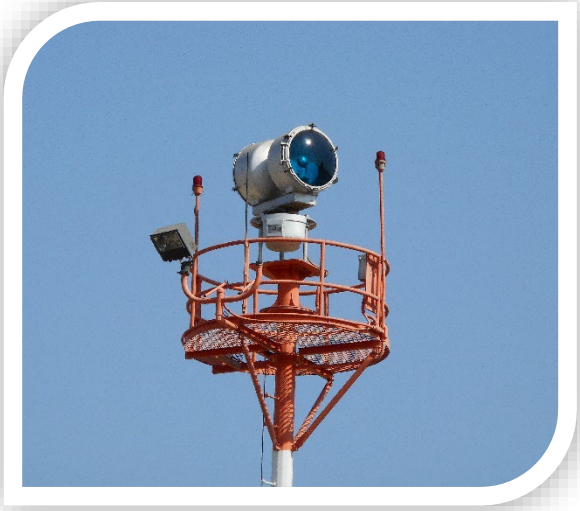
DESIGN
- Topographic survey
- Construction Improvement Plans
- Value engineering and life-cycle cost analysis
- Contract documents and specifications
- Final cost estimates
- Bidding assistance
- Construction Safety Phasing Plans

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.

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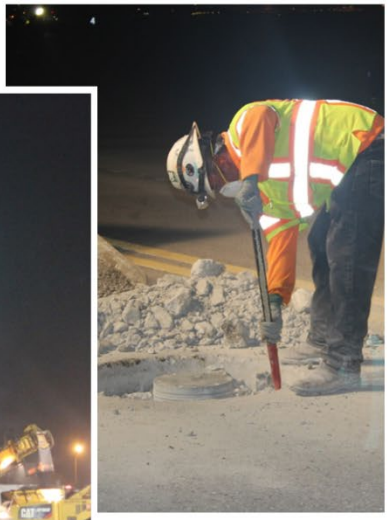
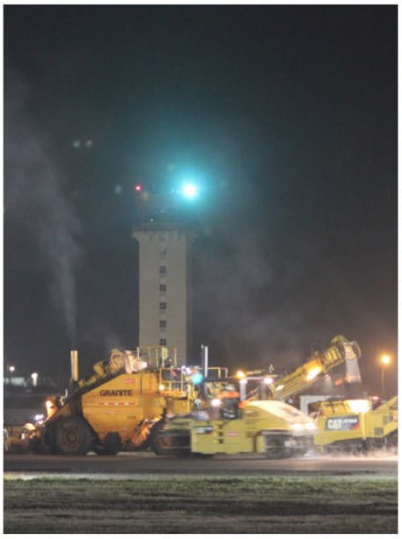
COMPARABLE PROJECTS – PROPOSER EXPERIENCE

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

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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

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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

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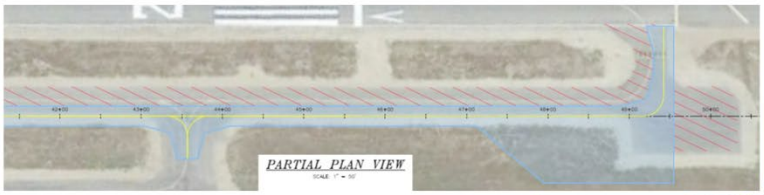
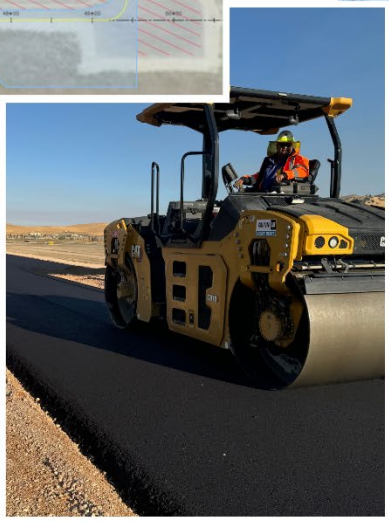
REHABILITATE AND RELOCATE PARALLEL AND CONNECTING TAXIWAYS, TEHACHAPI MUNICIPAL AIRPORT





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

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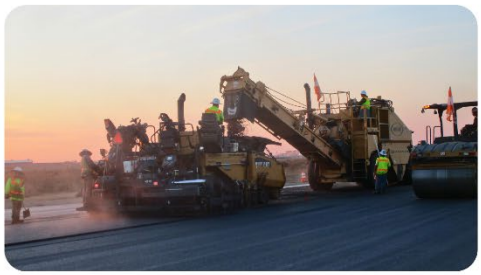
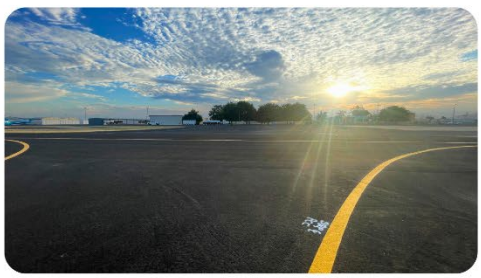
REHABILITATE PARALLEL AND CONNECTING TAXIWAYS PORTERVILLE MUNICIPAL AIRPORT

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

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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

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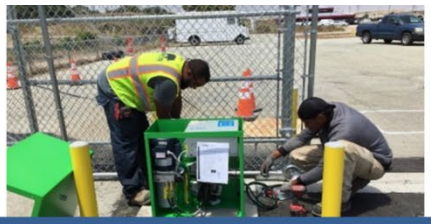
CLASS 5 ARFF VEHICLE PROCUREMENT
SANTA MARIA PUBLIC AIRPORT

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

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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.

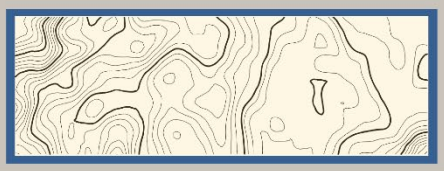
- Resident Project Representative/ Civil Inspector
- Project Estimates
- Specifications

JON H. BRATT, E.I.T.

- Land Surveying
- Mapping
- Legal Descriptions

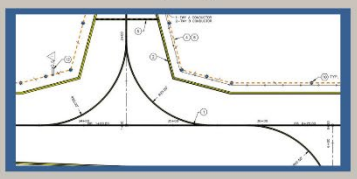
SCOTT A. KOPE, P.E.

- Grading Design
- Surface Drainage
- Stormwater Systems / Management



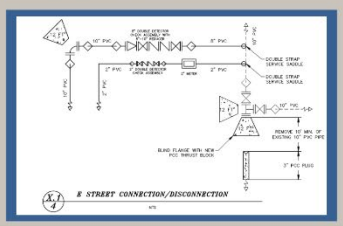
MICHAEL R. ARMS, E.I.T.

- 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

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TEAM ORGANIZATION

JOHN A. SMITH
TEAM LEAD / PROJECT MANAGER

SURVEYING

JON BRATT, E.I.T.
TOPOGRAPHIC SURVEYING

PLANNING AND G.I.S.
LOGAN GREEN

DESIGN

JASON HARGREAVES, P.E.
LEAD DESIGN ENGINEER

AIRFIELD DESIGN
MICHAEL ARMS, E.I.T.

HYDROLOGY
SCOTT KOPE, P.E.

GEOTECHNICAL INVEST.
SANTIAGO ESPINOZA, P.E.
QSD

CONSTRUCTION

BRETT DOLAN, P.E.
CONSTRUCTION MANAGER

CONSTRUCTION SURVEY
ROBERT TARTAGLIA. P.E.

CSPP PREPARATION
NOLI GAMIAO, E.I.T.

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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

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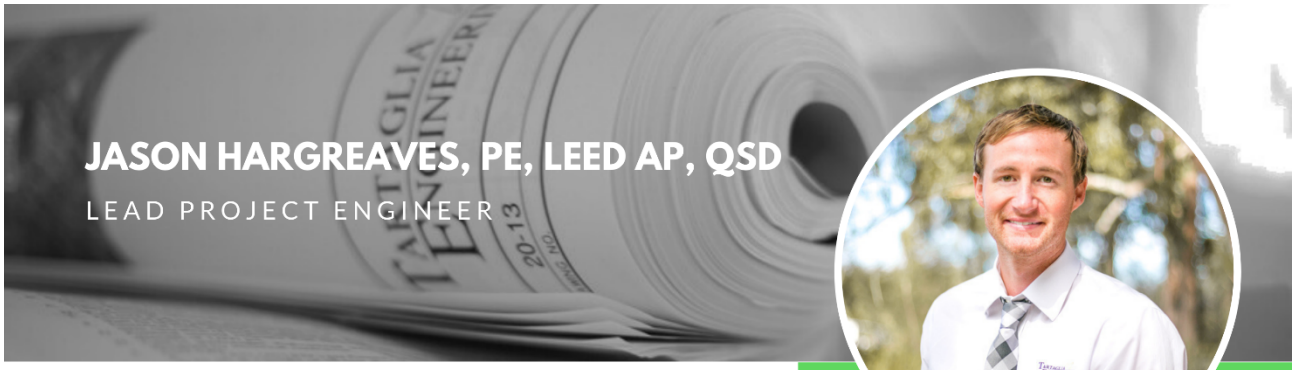

JASON HARGREAVES, PE, LEED AP, QSD

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

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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

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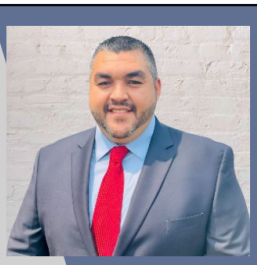
Santiago Espinoza, PE – Construction Services Group Manager

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

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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

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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

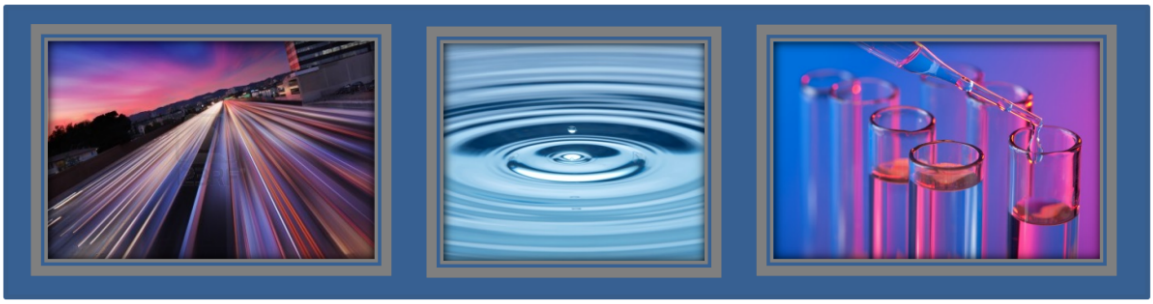
BSK environmental consulting services range from due diligence Phase I & II, biological & ecological studies, CEQA/NEPA support, Brownfields, feasibility studies, and water supply assessments at site selection, to assessment, remediation, waste characterization, and treatment design. We routinely provide 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

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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.

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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.

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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.

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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.

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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.

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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.

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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

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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.

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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

TARTAGLIA ENGINEERING

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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

Docusign Envelope ID: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05

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? Y/N [N] (Mandatory in NH) 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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Certificate Of Completion

Envelope Id: CCC2323A-BECC-4E44-86E4-25D9A6AF3E05
Status: Completed
Subject: Complete with Docusign: Mariposa County Res 2025-95-PW-Tartaglia.pdf
Source Envelope:
Document Pages: 47
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/24/2025 3:16:19 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/24/2025 3:19:52 PM Viewed: 3/24/2025 4:01:17 PM Signed: 3/24/2025 4:01:23 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2025 4:01:17 PM ID: dcd76fb9-4a96-4b66-b317-dc688c27dce0		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.126.80	Sent: 3/24/2025 4:01:25 PM Viewed: 3/24/2025 5:54:03 PM Signed: 3/24/2025 5:54:23 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2025 5:54:03 PM ID: d5e0e015-d462-4552-95ab-96e6cd8e814b		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/24/2025 5:54:26 PM Viewed: 3/27/2025 9:18:29 AM Signed: 3/27/2025 9:18:39 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
John A. Smith john@tartaglia-engineering.com Principal Security Level: Email, Account Authentication (None)	DocuSigned by: John A. Smith 397A2A85F33B4BA... Signature Adoption: Pre-selected Style Using IP Address: 24.176.225.158	Sent: 3/27/2025 9:18:41 AM Viewed: 3/27/2025 9:23:26 AM Signed: 3/27/2025 9:23:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/27/2025 9:23:26 AM ID: 141c521a-015d-4cf0-987b-b0b5d46cd36b		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/27/2025 9:23:46 AM Viewed: 3/27/2025 9:31:39 AM Signed: 3/27/2025 9:31:44 AM

Electronic Record and Signature Disclosure:
Accepted: 3/27/2025 9:31:39 AM
ID: 681ffba3-c9a7-4d12-831b-bf017acfb15b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2025 3:19:53 PM
Certified Delivered	Security Checked	3/27/2025 9:31:39 AM
Signing Complete	Security Checked	3/27/2025 9:31:44 AM
Completed	Security Checked	3/27/2025 9:31:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-317

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with Barth Roofing Company in an Amount Not to Exceed $71,800 for Roof Replacement at Mariposa County Government Center; and Authorize the Board Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Barth Roofing Company in an Amount Not to Exceed $71,800 for Roof Replacement at Mariposa County Government Center; and Authorize the Board Supervisors Chair to Sign the Agreement.

On June 26, 2025, the County of Mariposa received seven bids for the Roof Replacement at the Government Center.

1.	Barth Roofing Company, Inc.	$71,800.00
2.	Fresno Roofing Co., Inc.	$179,820.00
3.	PAC Shield Roof Services, Inc.	$182,064.00
4.	MCM Roofing Company, Inc.	$210,000.00
5.	Diablo Roofing, Inc.	$210,410.00
6.	Premier Roofing of California PROC LLC	$285,000.00
7.	Nations Roof West, LLC	$306,915.00

Barth Roofing Company, Inc., is deemed responsible, and their bid is responsive. The project consists of replacing 10,000 sq. ft of asphalt shingles, along with wood-shake look and weathered wood. This will be a like-for-like replacement project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The proposed work involves replacing the original roof at the Government Center, which was installed in 1998. The existing roof, covering approximately 10,000 square feet, has reached the end of its service life and has experienced multiple leaks in various areas over the years. There may be potential damage to existing sheetrock, as well as possible deterioration in the underlayment beneath the shingles that may be uncovered during the replacement process.

The County would like to take advantage of the current clear weather conditions to complete this project efficiently and minimize the risk of further damage. There will be no construction on the

following Tuesdays to avoid interruption of the Board Meetings.

August 12, 2025
August 19, 2025
September 2, 2025
September 9, 2025
September 16, 2025

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the roof will continue to leak and cause damage.

FINANCIAL IMPACT

Funds will come from Fund 5501 (CIP).

ATTACHMENTS

1. Agreement- Barth Roofing Company, Inc.

VOTE RESULT

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

DOCUMENT 00 52 00 AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, **2025,** by and between Barth Roofing Company, Inc., whose place of business is located at 400 Mossdale Road, Lathrop, CA, 95330 (**Contractor**), and **COUNTY OF MARIPOSA**, a California public entity (**County**), acting under and by virtue of the authority vested in County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the ___ day of _____, **2025,** awarded to Contractor the following Contract:

CONTRACT NUMBER PWFA-2505-1001

Government Center Roofing Project - 2025

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

2.01 Work of the Contract

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

2.02 Price for Completion of the Work

A. County shall pay Contractor the following Contract Sum $71,800 for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK

3.01 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).

B. County reserves the right to modify or alter the Commencement Date.

3.02 Completion of Work

C. Contractor shall achieve Substantial Completion of the entire Work within 60 Days from the Commencement Date.

D. Contractor shall achieve Final Completion of the entire Work **75** Days from the Commencement Date.

ARTICLE 3 PROJECT REPRESENTATIVES

4.01 County's Project Manager

A. County has designated Joe Williams as its Project Manager to act as County's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of County, Project Manager is the beneficiary of all Contractor obligations

to County including, without limitation, all releases and indemnities

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of County, to accept work, and to make decisions or actions binding on County and shall have sole signature authority on behalf of County.

C. County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other County Representative.

4.02 Contractor's Project Manager and Other Key Personnel

D. Contractor has designated Scott Barth as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

E. Contractor has designated the following other Key Personnel for the Project:

County of Mariposa	**Contractor**
Department of Public Works ATTN: Claudia Gonzales 4639 Ben Hur Road, Mariposa, California 95338 (209) 966-5356 cgonzales@mariposcounty.org	Name: Barth Roofing Company, Inc. ATTN: Angela Barth 400 Mossdale Road, Lathrop, CA 95330 (209) 833-9917 Abarth@barthroofing.com

ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

5.01 Liquidated Damage Amounts

A. As liquidated damages for delay, Contractor shall pay County Five Thousand Dollars ($5,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay, Contractor shall pay County Five Thousand Dollars ($5,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved

5.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 72 00 (General Conditions).

ARTICLE 5 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

5.01 Liquidated Damage Amounts

A. See Document 00 72 00 (General Conditions) Paragraph 11.07.D for liquidated damages provisions pertaining to Key Personnel.

B. As liquidated damages for removal, reassignment, or changes to any of the Key Personnel without County's prior written approval, Contractor shall pay County Five Thousand Dollars ($5,000.00) for each Day for each such occurrence.

ARTICLE 6 CONTRACT DOCUMENTS

A. Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 52 00	Agreement
Document 00 41 13	Bid Form
Document 00 43 14	Bidder Registration Form
Document 00 43 30	Designated Subcontractors List
Document 00 45 19.5	Non-Collusion Affidavit
Document 00 65 36	Guaranty Form
Document 00 61 13.13	Performance Bonds

Document 00 61 13.16	Payment Bonds
Document 00 72 00	General Conditions
Document 00 73 16	Supplementary Conditions –Insurance and Indemnification
Document 00 73 19	Supplementary Conditions
Technical Specifications	Relevant Specifications

B. There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 00 (General Conditions).

ARTICLE 7 MISCELLANEOUS

7.01 Terms and abbreviations used in this Agreement are defined in Document 00 72 00 (General Conditions) and Section 01 42 00 (References and Definitions) will have the meaning indicated therein.

7.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

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

7.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.06 This Agreement and the Contract Documents shall be deemed to have been entered into in County of Mariposa California and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for County of Mariposa, California.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

Dated: _____, 20___

_____

Rosemarie Smallcombe, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Walter W. Wall
County Counsel

Dated: July 31, 2025

Contractor:

Signature: _____

Print Name: Shanon Barth

Print Title: Secretary

License No.: 760030

Registration No.: 1000001384

Address: 400 Mossdale Road, Lathrop, CA, 95330

Telephone: (209) 833-9917

Facsimile: (209) 833-8096

E-Mail: Shanon@barthroofing.com

END OF DOCUMENT

DOCUMENT 00 41 13 BID FORM

To: Governing Board of County of Mariposa ("County")
THIS BID IS SUBMITTED BY:

Barth Roofing Company, Inc.
(Firm/Company Name)

Re: **Government Center Roofing Project - 2025**, Contract Number **PWFA – 2505 - 1001**

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with **COUNTY OF MARIPOSA** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 13 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid Meeting minutes (if any), has notified County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	June 5, 2025	
2	June 16, 2025	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only unless words are specifically requested.

Schedule #1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Construction Area Signs	1	LS	$5,000.00	$ 5,000.00
2.	Mobilization	1	LS	$5,000.00	$ 5,000.00
3.	Roofing	10,000	SQFT	$ 6.18	$ 61,800.00
		TOTAL BASE BID PRICE		$ 71,8000.00	

Total Bid Price:

Seventy-one thousand eight hundred

(Indicate Bid Price in Words)

5. **Unit Prices.** Bidder's Base Bid includes the unit prices, which the Bidder must provide and County may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

   Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all Work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

6. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 13 (Notice to Bidders) and Document 00 21 13 (Instruction to Bidders).

7. Subcontractors for work are listed on Document 00 43 30 (Subcontractors List), submitted herewith.

8. The undersigned Bidder understands that County reserves the right to reject this Bid.

9. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in

Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.

10. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

11. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 15 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **COUNTY OF MARIPOSA**.

12. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).

13. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.

14. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; If a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Barth Roofing Company, Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: 760230 Expiration: 06/30/2027.

California
(Place of Incorporation, if Applicable)

William S. Barth; President
(Principal)

Angela Barth; VP; Treasurer
(Principal)

Shanon Barth; Secretary
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Barth Roofing Company, Inc (Signature of Bidder)
Shanon Barth, Secretary

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 400 Mossdale Road
Lathrop, CA 95330

Contractor's Representative(s): William S. Barth; President
(Name/Title)

Shanon Barth, Secretary
(Name/Title)

Officers Authorized to Sign Contracts: Angela Barth; VP, Treasurer
(Name/Title)

Shanon Barth; Secretary
(Name/Title)

Telephone Number(s): 209 833-9917
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s): 209 833-8096
(Area Code) (Number)

(Area Code) (Number)

Date of Bid: 06/20/2025

END OF DOCUMENT

DOCUMENT 00 43 13 BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

Barth Roofing Company Inc., (Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto County, **COUNTY OF MARIPOSA,** as obligee, in the penal sum of **(Dollar Amount In Words)** Ten Percent of the Amount Bid Dollars ($ 10%) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for County Contract, Government Center Roofing Project - 2025 in Mariposa County.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within twenty (20) days of the date of County's Notice of Award to Principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 13th day of June (Month), 2025

Barth Roofing Company Inc. Principal

(Corporate Seal)By Shannon Barth, Secretary Principal

United Surety Insurance Company Surety

(Corporate Seal)By David F. Druml Attorney in Fact

David F. Druml, Attorney-In-Fact

END OF DOCUMENT

ucs

POWER OF ATTORNEY

171614

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars ($2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Corporate Seals

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 15th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 13th day of June, 2025.

Corporate Seals

Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL CONFIRMBOND@UNITEDCASUALTY.COM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On 6/13/2025 before me, Horace Alexander Nabers,
Date *Here Insert Name and Title of the Officer*

personally appeared David F. Druml
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

HORACE ALEXANDER NABERS
Notary Public - California
Santa Clara County
Commission # 2496831
My Comm. Expires Sep 1, 2028.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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DOCUMENT 00 43 14 BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 760030

Contractor's DIR Registration # 1000001384

Date: 06/25/2025 Fed I.D. # 71-0974022

Full Corporate Name of Company: Barth Roofing Company, Inc.

Street Address: 400 Mossdale Road
Lathrop, CA 95330

Mailing Address: 400 Mossdale Road
Lathrop, CA 95330

Phone: 209-833-9917 Fax: 209-833-8096

Name of Principal Contact: Shanon Barth; Secretary

Type of Business:
_____Sole Proprietor
_____Non-Profit 501(c)(3)
_____other (please explain:_____
_____Partnership
__✓__Corporation

___)

INSURANCE

Workers' Compensation:

Carrier: American Zurich Insurance Company, Inc.

Address: PO Box 968005, Schaumburg, IL 60196

Phone and Fax: 916-636-0803

Policy Number: 58-18-642

General Liability:

Carrier: Associated Industries Insurance Company, Inc.

Address: 200 State Street, 4th Floor, Boston, MA 02109

Phone and Fax: 408-387-5200

Policy Number: AES1217347

Policy Limits: $ 2,000,000

A.M. Best Rating: A

Automobile Liability:

Carrier: California Automobile Insurance Company

Address: P.O. Box 5600 Rancho Cucamonga, CA 91729

Phone and Fax: 408-387-5200

Policy Number: BA04000058819

Policy Limits: $ 1,000,000 additional available

A.M. Best Rating: A·

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES COUNTY, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE Shalon Barth, Secretary

10/25/2025
DATE

DOCUMENT 00 43 30 DESIGNATED SUBCONTRACTORS LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

no Subcontractors

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 2505-1001

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

no Subcontractors

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 2505-100 1

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
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NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

DOCUMENT 00 45 19.5 NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Title 23 United States Code Section 112(c) and
Public Contract Code Section 7106

To County of Mariposa, Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Signature of Bidder) Shanon Barth ; Secretary

END OF DOCUMENT

DOCUMENT 00 65 36 GUARANTY

TO: **COUNTY OF MARIPOSA (Owner)**, for construction of the _____ PROJECT, located at Mariposa County gov. Centr, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within one (1) year after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

1.04 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.05 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to County.

Date: July 29, 2025

Barth Roofing Company Inc
Contractor's name

By: _____
Signature

Sharon Barth
Print Name

Secretary
Title

4100 Mossdale Road
Street Address

Lathrop CA 95330
City, State, Zip code

END OF DOCUMENT

Bond Number: UCSX614X1118
Premium: $1,795.00

DOCUMENT 00 61 13.13 CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated ***July 15,*** 2025 is in the amount of ***Seventy-One Thousand, Eight Hundred and 00/100 Dollars*** (**Penal Sum**),which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to ***Barth Roofing Company, Inc.*** (**Contractor**), ***United Surety Insurance Company*** (**Surety**), **COUNTY OF MARIPOSA** (**Owner**) or other party shall be considered plural where applicable.

CONTRACTOR:

Barth Roofing Company, Inc.

400 Mossdale Road
Address

Lathrop, CA 95330
City/State/Zip

SURETY:

United Surety Insurance Company

303 Congress Street, Suite 502
Principal Place of Business

Boston, MA 02210
City/State/Zip

CONSTRUCTION CONTRACT: Agreement for the ***Government Center Roofing Project - 2025***, located at the **5100 Bullion Street, Mariposa CA 95338**

dated **July 8**, 2025, in the amount of [***$ 71,800.00***].

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
Barth Roofing Company, Inc.

Signature: Shanon Barth

Name: Shanon Barth

Title: Secretary

SURETY

Company: (Corp. Seal)
United Surety Insurance Company

Signature: David F. Druml

Name: David F. Druml

Title: Attorney-in-Fact

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

   3.1 County provides Surety with written notice that County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 County has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When County has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without County's consent; or

   4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor or Contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting

from Contractor Default, as agreed by County and Surety at the time of tender. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:

   6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;

   6.2 Contractor's obligations to pay liquidated damages; and

   6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes County to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages that County is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law that either prohibits, restricts, limits or modifies in any way any obligation of a surety that is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any County action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any County action in accordance with Paragraph5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a County Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Mariposa, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 **Balance of the Contract Sum:** The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 **Construction Contract:** The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 **Owner Default:** Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

Bond Number: UCSX614X1118
Premium included in the Performance Bond

DOCUMENT 00 61 13.16 CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, **COUNTY OF MARIPOSA (Owner)** has awarded to Barth Roofing Company, Inc. as Principal, Contract Number ** dated the 8th day of July, 20 25 (the Contract), titled THE Government Center Roofing Project - 2025 PROJECT in the amount of $ 71,800.00, which Contract is by this reference made a part hereof, for the work of the following Contract: Government Center Roofing Project - 2025

**PWFA – 25 05-1001

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and United Surety Insurance Company, as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($ 71,800.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and

such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of July, 20 25.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal) Barth Roofing Company, Inc.	Company: (Corp. Seal) United Surety Insurance Company
Signature	Signature
Sharon Barth Name	David F. Druml Name
Secretary Title	Attorney-in-Fact Title
400 Mossdale Road Street Address	303 Congress Street, Suite 502 Street Address
Lathrop, CA 95530 City, State, Zip Code	Boston, MA 02210 City, State, Zip Code

END OF DOCUMENT

ucs

171614

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

David F. Druml, Horace A. Nabers, III

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars ($2,000,000.00).** This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Corporate Seals

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 15th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 15th day of July, 2025.

Corporate Seals

Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL CONFIRMBOND@UNITEDCASUALTY.COM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On 7/15/2025 before me, Horace Alexander Nabers,
Date *Here Insert Name and Title of the Officer*

personally appeared David F. Druml
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HORACE ALEXANDER NABERS
Notary Public - California
Santa Clara County
Commission # 2496831
My Comm. Expires Sep 1, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2025

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
Acrisure Partners West Coast Insurance Services, LLC
1950 W Corporate Way #1
Anaheim CA 92801

License#: 6009644

CONTACT NAME: Sara Pickens
PHONE (A/C, No, Ext): 408-387-5200 **FAX (A/C, No):** 916-676-0860
E-MAIL ADDRESS: WestCerts@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Industries Insurance Company, Inc.	23140
INSURER B : California Automobile Insurance Company	38342
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barth Roofing Company Inc
4384 W Pinehaven Dr.
Tracy CA 95304

BARTROO-02

COVERAGES **CERTIFICATE NUMBER:** 1873336228 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	AES1217347 03	12/16/2024	12/16/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	BA040000058819	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y	Y	LA24EXCZ0FX0EIC	12/16/2024	12/16/2025	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes automatic additional insured status, primary and noncontributory and waiver of subrogation if required by written contract/agreement/permit. The Auto Liability policy includes automatic additional insured status, primary and noncontributory and waiver of subrogation if required by written contract/agreement/permit. The Excess Liability policy is following form.
RE: Government Center Building @ 5100 Bullion Street Mariposa, CA.

Additional Insured(s): Mariposa County, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jennifer Ason

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

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: Todd George	
Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	PHONE (A/C, No, Ext): (866) 293-3600 ext. 623	FAX (A/C, No):
	E-MAIL ADDRESS: certrequest@gowbs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich-American Insurance Company	16535
INSURED Workforce Business Services CA, LLC Labor Contractor, for co-employees of: Barth Roofing Company Inc 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24FL079880261 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 58-18-642-10	12/31/2024	12/31/2025	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
				Location Coverage Period:	12/31/2024	12/31/2025	Client# 054287	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

Barth Roofing Company Inc
4384 W Pinehaven Drive
Tracy, CA 95304

Government Center Building 5100 bullion Street Mariposa, CA 95338

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd George

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DOCUMENT 00 73 19 SUPPLEMENTARY CONDITIONS

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to County, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

(1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, County shall investigate the identified conditions.

d. If County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, County shall so notify Contractor in writing, stating reasons. If County and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by County.

e. If after receipt of notice from County, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then County may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in

any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

g. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

h. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

i. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

j. Owner reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

k. Contractor acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by County in the Contract Price and the Scheduled Completion Date.

l. Notwithstanding Owner's rights granted by this paragraph, Contractor may

retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

m. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

n. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

o. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

p. Contractor shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

q. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a

disposal certificate or certificate of destruction forwarding the original to County.

7. Permits

r. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations. For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

s. In the case of any permits or notices held in Owner's name or of necessity to be made in Owner's name, County shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

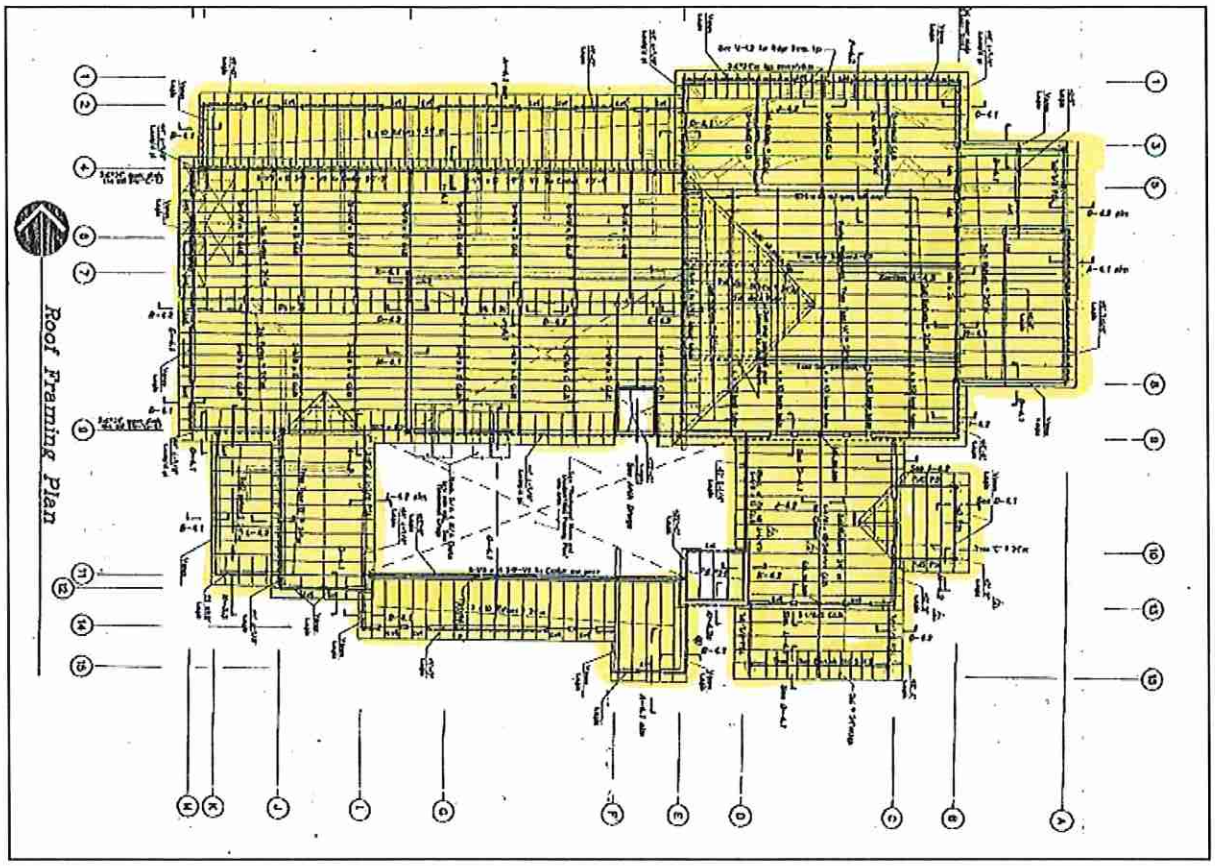
8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601, *et seq.*).

9. Termination

Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT



There is approximately 10,000 sq. ft on shingles that will be replaced under this project. This will be a like-for-like replacement roofing asphalt shingle replacement.

Existing: Wood-shake look, asphalt shingle, weather wood.

Replacement: Wood-shake look, asphalt shingle, weather wood.

The existing roof underlayment will be damaged due to the removal of the existing shingles so new underlayment is a requirement.

If there is damage from either current or repaired leaks, then it will be the determination of the contractor with the approval from the county to repair any damaged roof decking.

The roofing materials shall comply with the following standards and protocols.

Timberline UHDZ® (Ultra High Definition) Shingles

- Fire - UL Listed to ANSI/UL 790 Class A
- Wind - ASTM D7158, Class H
- Wind - ASTM D3161, Class F
- National - ASTM D3018, Type 1
- National - ASTM D3462
- National - Classified in accordance with ICC-ES AC438
- Regional - Miami-Dade County Product Control Approved
- Regional - State of Florida Approved
- Regional - Texas Department of Insurance Listed
- Regional - ICC-ES ESR- 1475
- Regional - ICC-ES ESR- 3267
- Regional - CSA A123.5
- Passes UL 2218 Impact-Resistance Test with Class 3 Rating

Tiger Paw™ Premium Roof Deck Protection

- Meets or exceeds the physical requirements of ASTM D226, Type II, ASTM D4869, Type II, and ASTM D8257.
- ICC Acceptance Criteria AC188
- ICC-ES Evaluation Report (ESR-3286)
- CSA A123.3
- Component of a UL Listed ANSI/UL 790 Class A system when used with UL Class A shingles
- Meets certain FORTIFIED Roof™ requirements. Visit gaf.com/Fortified and current FORTIFIED Home™ Standard available at fortifiedhome.org for details. U.S. only

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-318

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Budget Action Transferring Funds from Public Works Facilities to Capital Improvement (CIP) Fund 5501 to Preserve the Costs of the Government Center Roof Project and the Midpines Well Project ($230,250) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from Public Works Facilities to Capital Improvement (CIP) Fund 5501 to Preserve the Costs of the Government Center Roof Project and the Midpines Well Project ($230,250) (4/5ths Vote Required).

This budget action is affecting the fiscal year 2024-2025 budget.

The projects received a contribution from the general fund during the mid-year budget adjustment.

The Midpines Fire Station/Park Well recently failed, and despite extensive efforts to bring the well back into compliance, including repairs and multiple rounds of chlorination and flushing, the water remains unsafe and unreliable. The well replacement is currently under contract and expected to be completed in August 2025.

The Government Center Roof, covering approximately 10,000 square feet, has experienced multiple leaks in various areas over the years. The roof has reached the end of its service life and requires full replacement. The project is expected to be completed in September 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely authorizes the transfer of general funds to the CIP Fund to preserve the funds until the project is completed.

On August 5, 2025, the Government Center Roof Contract is scheduled to be presented to the board.

On February 18, 2025, Resolution 2025-80 approved the Emergency Well Work at the Midpines Fire Station.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would mean FY24-25 funding for these projects would not be preserved and would remain in the General Fund, not guaranteeing the funds would be available at the completion of the

projects in FY25-26.

FINANCIAL IMPACT

No financial impact associated with the transfer.

ATTACHMENTS

1. **Budget Action Form - Gov't Center & Midpines Well CIP 7-3-25**
2. **Midpines Well Resolution -2025-80**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0128	80111	Transfer Out		230,250	
1001	0128	70111	Community and Office Buildings			150,000
1001	0128	70321	Utility Infrastructure			80,250
5501	0350	49101	Transfer In		(230,250)	
5501	0350	70111	Community and Office Buildings		150,000	
5501	0350	70321	Utility Infrastructure		80,250	
					230,250	230,250

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: Transfer funds from Facilities to CIP for Government Center roof and Midpines well

DEPT HEAD SIGNATURE _____ DATE 7/1/25

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Public Works - Facilities

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-80

MEETING: February 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Yosemite Falls Well Drilling for Emergency Well Work at the Midpines Fire Station; Authorize the Board Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Yosemite Falls Well Drilling for Emergency Well Work at the Midpines Fire Station; Authorize the Board Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required).

The well at Midpines Fire Station/Park recently failed due to severe silt accumulation in the casing. This caused the pump to draw in mud, leading to blockages, overloading, and failure. Essentially, the well casing is filling with mud and silt.

After the failure, the pump was removed, cleared, cleaned, and reinstalled at the same depth—despite the continued presence of mud in the casing. A video inspection revealed no obvious groundwater intrusion, but the entire interior of the well was coated in mud. In addition, the well continues to test positive for bacterial contamination, which also causes a health and safety risk to the public.

Despite extensive efforts to bring the well into compliance—including multiple rounds of chlorination, flushing, and even installing a continuous chlorine system—we have been unsuccessful. The water remains black and full of silt, making it unsafe and unreliable.

Currently, the well provides non-potable water to the fire suppression tanks, but its ongoing deterioration suggests an imminent failure. This presents a serious safety risk, as the fire department relies on this well to fill its tanks. Without it, they would need to travel to town, Lush Meadows, or Bootjack to fill their trucks—each option posing significant logistical challenges, especially in emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, service, and supplies for those purposes, without giving notice for bids to let contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Midpines Fire Station/Park Well is not fixed, it will pose a significant danger to the community.

FINANCIAL IMPACT

The Emergency Well Work will be paid out of salary savings from Public Works Budget.

ATTACHMENTS

1. **Emergency Repair Midpines Fire Station**

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

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-319

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with the Stanislaus County Sheriff's Office Coroner's Division in an Amount Not to Exceed $150,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Stanislaus County Sheriff's Office Coroner's Division in an Amount Not to Exceed $150,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved past agreements since 2007.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office will be required to seek alternative sources for these services, likely at a higher cost.

FINANCIAL IMPACT

None, these funds have been requested for the FY26 budget.

ATTACHMENTS

1. Stanislaus County Sheriff's Office Coroner Agreement for vetting

VOTE RESULT

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

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement is made and entered into this July 1, 2025, by and between Stanislaus County for the benefit of its Sheriffs Department, Coroner's Division ("Contractor"), and the Mariposa County Sheriff-Coroner, ("County") and Mariposa County for the benefit of its Sheriff's Office Coroner's Division.

INTRODUCTION

WHEREAS, County requires forensic pathology services with respect to postmortem examinations and autopsies of deceased persons, and Contractor has agreed to provide those services;

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

    1.1 The Contractor shall furnish to the County, those services and work set forth in Exhibit A, attached hereto and by reference incorporated herein.

    1.2 Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. COMPENSATION:

    2.1 As sole consideration for the services rendered by Contractor, County shall pay Contractor pursuant to the provisions set forth in Exhibit A.

    2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

    2.3 County will not withhold any Federal or State income taxes, Social Security tax, Medi-Care tax or any other payroll tax or assessment from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments

on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. TERM:

3.1 The term of this Agreement shall be for the period beginning July 1, 2025 ending June 30, 2026, unless sooner terminated as provided below or unless some other method of time or termination is agreed upon by the parties.

3.2 In the event that either party to this Agreement shall fail to perform its obligations under this Agreement, any exhibits hereto, or any amendment, then this Agreement may be terminated at the end of ninety (90) day period which shall commence upon the date that written notice of failure to perform is mailed to the other party; provided, however that the Agreement can be reinstated if failure or performance is remedied to the satisfaction of both parties within said ninety (90) day period of time.

3.3 It is understood and agreed that the services of the board-certified forensic pathologist, approved by the Contractor will be utilized in the performance of services under this Agreement. If the Contractor is unable to provide such a board-certified forensic pathologist, said event shall constitute a failure of performance of this Agreement requiring implementation of the provisions of Section 3.2 of this Agreement and the County shall be free to Contract for such services as it deems necessary in its sole discretion and shall reduce compensation to Contractor in an amount equal to the actual cost of obtaining such service.

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

4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner the services and work identified in Exhibit "A." It is understood by Contractor that the performance of Services and work will require a varied schedule with hours and times for completion of said services to be set by Contractor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the terms of this Agreement,

Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Contractor will provide facilities for the performance of forensic pathology services in a manner commensurate with general standards established by pathologists in practice throughout the United States of America. Contractor will also provide dictation equipment and services compatible with transcription equipment of Contractor. County will provide, at its own expense, personnel adequate to assist Contractor in acquiring cause of death and transferring decedents to Contractor's location.

7. WORKER'S COMPENSATION:

Contractor shall provide Worker's Compensation insurance coverage in the legally required amount for all of Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the term of this agreement with all applicable provisions of the California Labor Code with regard to its employees.

8. STATUS OF CONTRACTOR:

8.1 All acts of Contractor, its agents, officers, employees, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

8.2 Contractor, its agents, officers, and employees are, and at all times during the term of this agreement shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor pursuant to this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. During the term of this Agreement, Contractor is permitted to provide the same services to others as Contractor provides to County hereunder. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based on upon any contention by any third party that an employee-employer relationship exists by reason of this Agreement.

9. LIABILITY AND INDEMNIFICATION:

9.1 Contractor's Obligation Contractor, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for County, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and Contractor, its officers and employees, by this Agreement, shall not

assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, or property of County, and Contractor shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

9.2 County's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of Contractor, nor of any officer or employee thereof, or property of Contractor, and County shall hold harmless, defend and indemnify Contractor, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

10. RECORD AUDIT:

10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connect with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes the handwriting, typewriting, printing, photostatic, photographing, any every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1. During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation against any employee, applicant for employment, or person receiving services under this agreement because of face, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. Contractor and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to abide by the County's nondiscrimination policy.

12. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terns of this Agreement unless this Agreement is modified as provided below.

14. NOTICE:

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the tern of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

For Contractor:	**For County:**
Lt Jonathan Howard	Jeremy Briese
Chief Deputy Coroner	Sheriff
Stanislaus County Sheriff's Department	Mariposa County Sheriff's Department
Coroner Division	5099 Old Highway N
921 Oakdale Road	Mariposa, CA 95338
Modesto, CA 95355	(209) 966-3615
(209) 567-4480	

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NON-APPROPRIATIONS AND DEBT LIMITATION CLAUSE:

In the event County is unable to obtain funding for any year during the term of this Agreement, County shall have the right to terminate this Agreement at the conclusion of the current year and shall not be obligated to provide any additional performance under the Agreement. To the extent that any remedy provided for in the Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to a county, Contractor waives any and all right to such remedy.

19. ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements,

promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. ADVICE OF ATTORNEY:

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION:

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE:

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:
Sheriff's Department

By: _____
Sheriff Jeff Dirkse (Jul 7, 2025 11:17 PDT)
Jeff Dirkse
Sheriff-Coroner

COUNTY OF MARIPOSA

By: _____
Rosemarie Smallcombe
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Jesus Mendoza (Jul 7, 2025 12:16 PDT)
Jesus Mendoza
Deputy County Counsel

COUNTY OF MARIPOSA

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Walter Wall
County Counsel

EXHIBIT A

A. SCOPE OF WORK:

1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.

2. Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. Contractor will provide all expert witness appearances required by Mariposa County on cases arising out of the performance of the aforementioned professional services.

4. Contractor shall provide additional services as requested by County, which may include inspection of medical records, discussion with decedent's physician and/or family, and other services as may be required by the Coroner to determine the cause and manner of death.

5. Cause of death may be determined by medical examination and blood analysis without dissection when Contractor determines that such examination and analysis is sufficient to determine the cause of death for the County's purposes.

6. Upon the concurrence of both Contractor and Mariposa County, if it is determined that a medical examination will satisfy the obligation of the County to conduct an inquiry into the cause and manner of death, then a medical examination may be substituted for an autopsy.

7. Contractor shall perform an autopsy of a deceased person when an autopsy is required in the opinion of Contractor upon consultation with the Forensic Pathologist. Said autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by Contractor and shall also include all additional protocols required by law.

8. Contractor shall provide written reports, for autopsies and medical examinations, to the County, in a timely manner. It is understood and agreed that Contractor will provide transcription services as necessary for the preparation of said reports at Contractor's expense. Contractor will incur responsibility for any and all costs incurred in connection with toxicology and laboratory tests and will contract independently for such services. (Outside services should be billed directly to the County).

9. Autopsies shall be conducted at such times as agreed upon by Contractor and Mariposa Coroner, but in every case as soon as practicable. Postmortem examinations, autopsies of decedents and reports pertaining to them shall be consistent with the facilities available to Contractor and the general standards established by pathologists in practice throughout the State of California.

10. County shall furnish, at his own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.

11. Contractor may employ at his own expense and with the concurrence of the Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of the County. Contractor agrees to allow the Sheriff-Coroner to perform pathology service on behalf of the County.

12. County may request Rapid DNA analysis and shall be financially responsible for the associated costs of each DNA sample provided.

13. County may request forensic dental identification and shall be financially responsible for any costs associated with post-mortem forensic dental examination.

B. COMPENSATION:

County agrees to pay Contractor and Contractor agrees to accept compensation for the services provided to this agreement as follows:

1. $2,752 per autopsy per contract year.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $150,000 including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

3. $249 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at a rate of $83 per hour.

4. $192 a day storage fee for all cases brought in for storage only, with a maximum fee of $960 per case.

5. Contractor shall be paid at the rate of $324 per hour for the time expended by Contractor in making court appearances when the District Attorney requires testimony from a physician assigned to a home base outside of the County of

Stanislaus. When testimony is required, from a physician assigned to the County of Stanislaus, travel time will be compensated at the rate of $324 per hour.

6. Contractor shall be compensated at a rate of $800 per inspection or medical record review.

7. Contractor shall be compensated at a rate of $500 per Rapid DNA sample analysis with a minimum of two samples or $1,000 total minimum charges.

8. Contractor shall be compensated at a rate of $1,075 per case for forensic dental identification.

9. Said compensation shall be paid in monthly installments. Contractor shall submit a statement for reimbursement of professional services on a monthly basis to the Sheriff of Mariposa County. County will make payment to Contractor upon approval of said statement not later than thirty (30) days from the date of receipt of the statement of services provided by Contractor.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-320

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Approve a Three-Year Agreement with Lexipol, LLC in an Amount of $85,493.77 for Law Enforcement and Corrections Policy Manual; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Agreement with Lexipol, LLC in an Amount of $85,493.77 for Law Enforcement and Corrections Policy Manual; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved of this agreement in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office will have to seek alternative sources for these services.

FINANCIAL IMPACT

None, these funds have been requested in the FY26 budget.

ATTACHMENTS

1. Lexipol Agreement 25-28

VOTE RESULT

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

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Mariposa County Sheriff's Office POB 276 Mariposa, California 95338
Attention:	
Sales Rep: Lexipol's Address:	2611 Internet Boulevard, Suite 120 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Mariposa County Sheriff's Office		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	Rosemarie Smallcombe	Print Name:	Jan Roos
Title	Chair Board of Supervisors	Title:	VP of Compliance and General Counsel
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Year One: 7/1/2025 - 6/30/2026

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2025 End: 6/30/2026)	USD 16,741.75	USD 16,741.75
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2025 End: 6/30/2026)	USD 1,617.19	USD 1,617.19
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2025 End: 6/30/2026)	USD 7,533.90	USD 7,533.90
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2025 End: 6/30/2026)	USD 1,226.53	USD 1,226.53
	Subscription Line Items Total		**USD 27,119.37**
			USD 27,119.37
		Year One: 7/1/2025 - 6/30/2026 TOTAL:	USD 27,119.37

Year Two: 7/1/2026 - 6/30/2027

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2026 End: 6/30/2027)	USD 17,578.83	USD 17,578.83
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2026 End: 6/30/2027)	USD 1,698.05	USD 1,698.05
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2026 End: 6/30/2027)	USD 7,910.59	USD 7,910.59
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2026 End: 6/30/2027)	USD 1,287.85	USD 1,287.85
	Subscription Line Items Total		**USD 28,475.32**
			USD 28,475.32
		Year Two: 7/1/2026 - 6/30/2027 TOTAL:	USD 28,475.32

Year Three: 7/1/2027 - 6/30/2028

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2027 End: 6/30/2028)	USD 18,457.77	USD 18,457.77
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2027 End: 6/30/2028)	USD 1,782.95	USD 1,782.95
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2027 End: 6/30/2028)	USD 8,306.12	USD 8,306.12

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2027 End: 6/30/2028)	USD 1,352.24	USD 1,352.24
	Subscription Line Items Total		**USD 29,899.08**
			USD 29,899.08
		Year Three: 7/1/2027 - 6/30/2028 TOTAL:	USD 29,899.08

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.6 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")[2], Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies[4], including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

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[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

[4] NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

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7. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms**.

10.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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MARIPOSA COUNTY

Board of Supervisors

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM:

RE: Handouts Received During Departmental Presentation on August 5th, 2025

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentation on August 5th, 2025
- TRADE Ribbon Cutting Flyer from Kari Kisela

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board often receives handouts during departmental presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Handouts are required to become part of the official record.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. TRADE - Handout

T.R.A.D.E.

RECOVERY CENTER

GRAND OPENING

Ribbon Cutting

Tuesday, August 5, 2025 | 5:30pm

3853 Hwy 49 S

Native Solutions

T.R.A.D.E. RECOVERY CENTER

MARIPOSA COUNTY CHAMBER OF COMMERCE

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Public Comment on Non-Agenda Items Received

RECOMMENDATION AND JUSTIFICATION

Public Comment on Non-Agenda Items Received:

- Comment from Mr. James Rhodes - Received July 24th, 2025

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives comments on non-agenda items. While most are verbal, some choose to submit their comments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. It is the public's right to comment.

FINANCIAL IMPACT

Not applicable.

ATTACHMENTS

1. Rhodes - PCNA

Outlook

Call to Public

From James Rhodes <jamesrhodes666@msn.com>
Date Thu 7/24/2025 10:47 AM
To Danielle Bondshu <dbondshu@mariposacounty.org>

Danielle: Can the following brief statement be published in the agenda for the next BOS meeting? I will make an attempt to read it myself but in the event that cannot happen, I want it part of the public record. I thank you.
****

My name is James Rhodes and I am a resident of Main Street in Coulterville. This is not an agenda item, nor do I wish it to be BUT I would like the County Attorney to respond to it. Since we relocated to Coulterville 5 years ago, every Saturday morning during Coyote Fest, History Center personnel bang on my door (private residence) and demand I move my car, parked in front of our home (the one we OWN and pay taxes on). The past two Coyote Fests have been particularly irritating as I did inform the History Center people well in advance that we would be departing for the airport between 0600-0630. That wasn't good enough, the people the History Center SOLD my parking space too were anxious for us to leave and thought we were moving "too slow" and I was actually threatened to have my vehicle towed, although it was in the process of being loaded with luggage. I want to know by WHAT legal authority grants the History Center the power to do this. I have attempted to civilly work this out with History Center personnel but my concerns apparently are irrelevant as "the (whole) town should be grateful for the business they bring in during Coyote Fest." This year we will again be out of town, so this will not be an issue BUT I, and others, want to know WHAT law allows the History Center to carte blanch impose their will, with basically NO community consultation, on those of us who live on Main and Water Streets. Thank you.

****

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving the State of Good Repair (SGR) Project List for Fiscal Year (FY) 25-26

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the State of Good Repair (SGR) Project List for Fiscal Year (FY) 25-26.

Mariposa County has been notified that their estimated share of the SGR Funds for FY 25-26 is $30,792. Our FY 24/-5 Proposed Project List is "Repair and Rehabilitation of Mariposa County Transit Vehicles."

Caltrans notified the Mariposa County Local Transportation Commission (MCLTC) that it is an eligible project sponsor and may receive SGR funding quarterly pursuant to sections of Public Utility Codes 99313 and 99314, from the SGR now or in the future for Transit projects. The Road Recovery and Accountability Act of 2017, Senate Bill (SB) 1 was signed by California's State Governor on April 28, 2017.

This program provides funding of approximately $137 million annually to the State of Good Repair (SGR) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects. This opportunity has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor for Mariposa County Transit.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Commission previously adopted the SGR Project List for FY 24-25 on August 13, 2024 (LTC-2024-12).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in the foregoing of SGR Funds.

FINANCIAL IMPACT

Loss of revenue for Mariposa County Transit.

ATTACHMENTS

1. **FY 2025-26 SB 1 SGR Resolution**
2. **2025-26 State of Good Repair Estimate-January 2025 letter & Report**

VOTE RESULT

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

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 25-____

APPROVING THE PROJECT LIST FOR FY 2025-26
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the Mariposa County Local Transportation Commission (MCLTC) is an eligible project sponsor and may receive State of Good Repair (SGR) Funding now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2018) named the Mariposa County Local Transportation Commission as the administrative agency for the SGR; and

WHEREAS, the MCLTC has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor Mariposa County Transit; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Mariposa County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Director of Public Works & Transportation be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 5th day of August 2025 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Danette Toso, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall, County Counsel

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

January 31, 2025

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2025-26 State of Good Repair Program Allocation Preliminary Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for Fiscal Year (FY) 2025-26 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2023.

According to the FY 2025-26 proposed California Budget, the estimated amount of SGR program funds budgeted is $137,953,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates the first quarter's allocation will be paid by November 26, 2025. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at MSilvera@sco.ca.gov with any questions, or for additional information.

Local Government Programs and Services Division
Mailing Address P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 740, Sacramento, CA 95816

Information for the SGR program can be found on the California Department of Transportation website at: https://dot.ca.gov/programs/rail/state-transit-assistance-state-of-good-repair.

Sincerely,

Evelyn Calderon-Yee Digitally signed by Evelyn Calderon-Yee
Date: 2025.01.31 13:41:25 -08'00'

Evelyn Calderon-Yee
Bureau Chief, Bureau of Payments

Enclosure

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 31, 2025

Regional Entity	Estimated Available 2024-25 Amount Based on PUC 99313 Allocation	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation	Total Estimated Available 2024-25 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	$ 13,377,768	$ 36,960,765	$ 50,338,533
Sacramento Area Council of Governments	3,498,232	1,195,410	4,693,642
San Diego Association of Governments	1,677,704	410,873	2,088,577
San Diego Metropolitan Transit System	4,123,964	1,691,640	5,815,604
Tahoe Regional Planning Agency	190,839	10,900	201,739
Alpine County Transportation Commission	2,079	155	2,234
Amador County Transportation Commission	69,828	2,471	72,299
Butte County Association of Governments	363,017	19,664	382,681
Calaveras County Local Transportation Commission	79,049	962	80,011
Colusa County Local Transportation Commission	38,329	1,706	40,035
Del Norte County Local Transportation Commission	46,442	2,477	48,919
El Dorado County Local Transportation Commission	307,463	20,953	328,416
Fresno County Council of Governments	1,793,563	322,534	2,116,097
Glenn County Local Transportation Commission	50,657	1,442	52,099
Humboldt County Association of Governments	234,633	39,675	274,308
Imperial County Transportation Commission	322,389	30,068	352,457
Inyo County Local Transportation Commission	33,240	0	33,240
Kern Council of Governments	1,604,709	98,006	1,702,715
Kings County Association of Governments	269,056	10,722	279,778
Lake County/City Council of Governments	118,112	6,040	124,152
Lassen County Local Transportation Commission	49,707	2,263	51,970
Los Angeles County Metropolitan Transportation Authority	17,318,253	22,848,330	40,166,583
Madera County Local Transportation Commission	280,869	9,222	290,091
Mariposa County Local Transportation Commission	29,908	884	30,792
Mendocino Council of Governments	157,731	11,596	169,327
Merced County Association of Governments	506,468	24,024	530,492
Modoc County Local Transportation Commission	14,956	1,304	16,260
Mono County Local Transportation Commission	22,672	34,198	56,870
Transportation Agency for Monterey County	771,441	237,784	1,009,225
Nevada County Local Transportation Commission	176,596	8,381	184,977
Orange County Transportation Authority	5,554,403	1,995,427	7,549,830
Placer County Transportation Planning Agency	561,914	80,012	641,926
Plumas County Local Transportation Commission	33,214	5,171	38,385
Riverside County Transportation Commission	4,305,510	702,150	5,007,660
Council of San Benito County Governments	116,088	1,833	117,921
San Bernardino County Transportation Authority	3,845,507	814,305	4,659,812
San Joaquin Council of Governments	1,395,122	312,496	1,707,618
San Luis Obispo Area Council of Governments	490,895	33,968	524,863
Santa Barbara County Association of Governments (SBCAG)	782,034	197,684	979,718
Santa Cruz County Transportation Commission	462,871	422,417	885,288
Shasta Regional Transportation Agency	315,891	16,442	332,333
Sierra County Local Transportation Commission	5,590	215	5,805
Siskiyou County Local Transportation Commission	76,523	3,285	79,808
Stanislaus Council of Governments	967,345	54,949	1,022,294
Tehama County Transportation Commission	113,364	2,356	115,720
Trinity County Transportation Commission	28,056	923	28,979
Tulare County Association of Governments	844,253	88,497	932,750
Tuolumne County Transportation Council	95,911	2,461	98,372
Ventura County Transportation Commission	1,452,335	237,460	1,689,795
State Totals	$ 68,976,500	$ 68,976,500	$ 137,953,000

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 53,949
Santa Clara Valley Transportation Authority	NA	31,124
San Joaquin Regional Rail Commission	NA	174,297
Regional Entity Totals	0	259,370
	0	(259,370)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	24,610,506
Central Contra Costa Transit Authority	12,684,408	153,592
City of Dixon	123,850	1,500
Eastern Contra Costa Transit Authority	6,132,724	74,259
City of Fairfield	2,250,751	27,254
Golden Gate Bridge Highway and Transportation District	138,827,667	1,681,022
Livermore-Amador Valley Transit Authority	6,084,421	73,674
Marin County Transit District	23,726,064	287,292
Napa Valley Transportation Authority	1,722,522	20,857
Peninsula Corridor Joint Powers Board	144,681,126	1,751,900
City of Petaluma	739,065	8,949
City of Rio Vista	39,373	477
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	477,713
San Mateo County Transit District	145,105,738	1,757,040
Santa Clara Valley Transportation Authority	439,800,215	5,325,406
City of Santa Rosa	2,483,478	30,072
Solano County Transit	5,290,076	64,056
County of Sonoma	3,459,517	41,890
Sonoma-Marin Area Rail Transit District	29,993,581	363,183
City of Union City	1,879,467	22,758
City of Vacaville	402,817	4,878
Western Contra Costa Transit Authority	8,044,931	97,414
Regional Entity Subtotals	3,045,389,776	36,875,692
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	53,949
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	31,124
Regional Entity Totals	3,045,389,776	36,960,765
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	35,813
County of Sacramento	1,189,071	14,398
Sacramento Regional Transit System	88,543,261	1,072,143
Yolo County Transportation District	4,689,895	56,789
Yuba Sutter Transit Authority	1,343,449	16,267
Regional Entity Totals	98,723,306	1,195,410
San Diego Association of Governments		
North County Transit District	33,932,036	410,873
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	411,189
San Diego Transit Corporation	62,951,421	762,260
San Diego Trolley, Inc.	42,794,978	518,191
Regional Entity Totals	139,704,540	1,691,640

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,437,509
Orange County Transportation Authority	NA	631,276
Riverside County Transportation Commission	NA	321,231
San Bernardino County Transportation Authority	NA	324,386
Ventura County Transportation Commission	NA	153,732
Regional Entity Totals	0	2,868,134
	0	(2,868,134)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	10,900
Alpine County Transportation Commission		
County of Alpine	12,816	155
Amador County Transportation Commission		
Amador Transit	204,076	2,471
Butte County Association of Governments		
Butte Regional Transit	1,601,714	19,395
City of Gridley - Specialized Service	22,232	269
Regional Entity Totals	1,623,946	19,664
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	962
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,706
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,477
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	20,953
Fresno County Council of Governments		
City of Clovis	1,770,328	21,436
City of Fresno	22,991,076	278,392
Fresno County Rural Transit Agency	1,875,194	22,706
Regional Entity Totals	26,636,598	322,534
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,442
Humboldt County Association of Governments		
City of Arcata	213,054	2,580
Humboldt Transit Authority	3,063,481	37,095
Regional Entity Totals	3,276,535	39,675
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	29,812
Quechan Indian Tribe	21,107	256
Regional Entity Totals	2,483,135	30,068

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	753
City of California City	25,760	312
City of Delano	279,451	3,384
Golden Empire Transit District	5,882,508	71,229
County of Kern	1,194,767	14,467
City of McFarland	12,106	147
City of Ridgecrest	159,250	1,928
City of Shafter	57,568	697
City of Taft	360,169	4,361
City of Tehachapi	28,252	342
City of Wasco	31,839	386
Regional Entity Totals	8,093,822	98,006
Kings County Association of Governments		
City of Corcoran	122,620	1,485
Kings County Area Public Transit Agency	762,823	9,237
Regional Entity Totals	885,443	10,722
Lake County/City Council of Governments		
Lake Transit Authority	498,852	6,040
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	2,263
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	246,132
City of Arcadia	1,607,131	19,460
City of Burbank	3,769,842	45,648
City of Claremont	456,234	5,524
City of Commerce	4,235,696	51,289
City of Culver City	15,278,536	185,003
Foothill Transit	67,815,955	821,163
City of Gardena	13,772,242	166,764
City of Glendale	8,225,171	99,596
City of La Mirada	874,670	10,591
Long Beach Public Transportation Company	60,542,189	733,087
City of Los Angeles	98,801,791	1,196,361
County of Los Angeles	6,316,927	76,490
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	16,132,090
City of Montebello	20,096,742	243,345
City of Norwalk	9,188,277	111,258
City of Pasadena	7,704,457	93,291
City of Redondo Beach	2,905,619	35,183
City of Santa Clarita	26,010,198	314,950
City of Santa Monica	47,544,183	575,698
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	247,898
Regional Entity Subtotals	2,005,084,609	21,410,821
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,437,509
Regional Entity Totals	2,005,084,609	22,848,330

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Madera County Local Transportation Commission		
City of Chowchilla	524,476	6,351
City of Madera	169,785	2,056
County of Madera	67,286	815
Regional Entity Totals	761,547	9,222
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	884
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	11,596
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	12,413
Yosemite Area Regional Transportation System (YARTS)	958,913	11,611
Regional Entity Totals	1,984,038	24,024
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,304
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	34,198
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	237,784
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,469
City of Truckee	323,083	3,912
Regional Entity Totals	692,160	8,381
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	23,131
Orange County Transportation Authority	110,748,483	1,341,020
Regional Entity Subtotals	112,658,754	1,364,151
Orange County Transportation Authority - Corresponding to SCRRA***	NA	631,276
Regional Entity Totals	112,658,754	1,995,427
Placer County Transportation Planning Agency		
City of Auburn	21,830	264
County of Placer	5,410,141	65,510
City of Roseville	1,175,827	14,238
Regional Entity Totals	6,607,798	80,012
Plumas County Local Transportation Commission		
County Service Area 12 - Specialized Service	80,198	971
County of Plumas	346,829	4,200
Regional Entity Totals	427,027	5,171

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Riverside County Transportation Commission		
City of Banning	208,349	2,523
City of Beaumont	318,557	3,857
City of Corona	426,555	5,165
Palo Verde Valley Transit Agency	175,762	2,128
City of Riverside - Specialized Service	493,635	5,977
Riverside Transit Agency	18,329,390	221,945
Sunline Transit Agency	11,506,078	139,324
Regional Entity Subtotals	31,458,326	380,919
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	321,231
Regional Entity Totals	31,458,326	702,150
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,833
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	12,445
Mountain Area Regional Transit Authority	564,732	6,838
City of Needles	58,190	705
Omnitrans	34,279,207	415,076
Victor Valley Transit Authority	4,530,204	54,855
Regional Entity Subtotals	40,460,120	489,919
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	324,386
Regional Entity Totals	40,460,120	814,305
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	629
City of Lodi	887,825	10,750
City of Manteca	77,826	942
City of Ripon	44,345	537
San Joaquin Regional Transit District	10,156,807	122,986
City of Tracy	194,489	2,355
Regional Entity Subtotals	32,833,335	138,199
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	174,297
Regional Entity Totals	32,833,335	312,496
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	458
City of Morro Bay	42,401	513
San Luis Obispo Regional Transit Authority	1,903,882	23,054
City of San Luis Obispo Transit	821,105	9,943
Regional Entity Totals	2,805,171	33,968

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2025

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	842
City of Lompoc	136,501	1,653
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	19,622
Santa Barbara Metropolitan Transit District	13,488,703	163,331
City of Santa Maria	906,214	10,973
City of Solvang	104,313	1,263
Regional Entity Totals	16,325,709	197,684
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	422,417
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	16,442
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	215
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	3,285
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	51,393
City of Turlock	293,666	3,556
Regional Entity Totals	4,538,011	54,949
Tehama County Transportation Commission		
County of Tehama	194,589	2,356
Trinity County Transportation Commission		
County of Trinity	76,212	923
Tulare County Association of Governments		
City of Porterville	846,792	10,254
City of Tulare	589,094	7,133
County of Tulare	1,191,032	14,422
Tulare County Regional Transit Agency	290,035	3,512
City of Visalia	4,391,535	53,176
Regional Entity Totals	7,308,488	88,497
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	2,461
Ventura County Transportation Commission		
City of Camarillo	751,079	9,095
Gold Coast Transit District	4,272,461	51,734
City of Moorpark	299,991	3,632
City of Simi Valley	1,167,392	14,136
City of Thousand Oaks	423,749	5,131
Regional Entity Subtotals	6,914,672	83,728
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	153,732
Regional Entity Totals	6,914,672	237,460
STATE TOTALS	$ 5,696,443,829	$ 68,976,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M 2025-003

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **PUBLIC HEARING:** Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year (FY) 25-26

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year (FY) 25-26.

Each year, a report is prepared detailing the fees associated with County Service Area 1-M. Upon approval from the Board of Supervisors, this fee report is included in the Property Tax Roll. The Administration Department is currently requesting the Board's approval of the fees and authorization to include them in the Property Tax Roll for the Fiscal Year 25-26.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approves the fee structure for the Lake Don Pedro Service District annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees would cause the non-collection required for continuing to provide off-season fire protection in the Lake Don Pedro Service Area.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Public Hearing Notice**
2. **Notice of Exemption filed**
3. **Exhibit A - Tax Roll list**
4. **Resolution for 2743**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District II Supervisor Shannon Poe

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

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA (CSA)
NO. 1-M (Don Pedro)
(Lake Don Pedro off-season fire protection)

NOTICE IS HEREBY GIVEN that on **Tuesday, August 5th, 2025, at 2:00 p.m.** or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors sitting as the County Service Area 1-M Board, will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1-M (Don Pedro) for Lake Don Pedro off-season fire protection. These fees are to be placed on the property tax roll for Fiscal Year (FY) 2025-2026.

Information on the fees are available for review at the office of the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338.

Interested persons may appear in person at that time and place to provide comments, or may listen and provide public comments by phone by calling the telephone number listed on the published agenda.

Written comments may also be submitted on the matter, and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

CORRECTION NOTICE: This is a correction to the notice that ran in the paper the week of June 30th, 2025, which noticed for the above hearing, but for County Service Area 3.

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Administration
P.O. Box 784
Mariposa, CA 95338

FILED

JUN 30 2025
COURTNEY PROGNER MORROW
MARIPOSA COUNTY CLERK

Project Title: County Service Area 1-M Authorized Fees

Project Location-Specific: Mariposa County

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County Administration

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15273
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to Section 15273 of the California Environmental Quality Act (CEQA) Guidelines and Section 21080(b)(8) of the California Public Resources Code, the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies are statutorily exempt, in that Fees are being charged for fire protection services.

Lead Agency
Contact Person: Leigh Westerlund **Area Code/Telephone:** (209) 966-3222

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____
Title: Assistant County Administrative Officer

Date: 6/30/25

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

EXHIBIT "A"
COUNTY SERVICE AREA 1-M
TO BE PLACED ON TAX ROLL FISCAL YEAR 2025-26

CSA NAME	ADDRESS	SERVICE	FY25-26
County Service Area 1-M		Offseason Fire Protection	
Location: Lake Don Pedro			
Developed Lots	All	Offseason Fire Protection	$60.00
Undeveloped Lots	All	Offseason Fire Protection	$12.00

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA 1-M

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2025-2026, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The County Administrative Officer has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The County Administrative Officer having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the County Administrative Officer prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2025-2026.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year (FY) 24-25

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year (FY) 24-25.

The Local Transportation Commission (LTC) Annually Allocates State of Good Repair Revenue from Local Transportation Fund 3032 to Transit Fund 6606. This Resolution Formally Approves the Transfer of Funds That Were Previously Budgeted During the Adoption of the Final Budget for Fiscal Year 24-25.

SGR Funds are Provided by the State to the County for the Support of Transit Services. These funds are distributed by formula to Regional Transportation Planning Agencies (RTPA) who then apportion the revenue to support transit vehicle repair and rehabilitation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

LTC has traditionally adopted this resolution to allow for the transfer of funds from Local Transportation SGR to the Transit Fund.
FY 23-24 was approved on August 13,2024 - (Resolution #LTC 2024-011)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the SGR Funds are not formally allocated by LTC, the Revenue would not be available in the Transit Fund to cover expenditures.

FINANCIAL IMPACT

$28,964 is transferred from Local Transportation Fund (SGR) 3032 to Transit Fund 6606; no impact to the General Fund.

ATTACHMENTS

1. **FY 2024-25 SB 1 SGR Allocation Resolution**
2. **2024-25 State of Good Repair Estimate-January24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

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

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 25-____

A Resolution Allocation State of Good Repair Funds for FY 2024-25

WHEREAS, the Mariposa County Local Transportation Commission (MCLTC) is an eligible project sponsor and may receive State of Good Repair (SGR) Funding now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2018) named the Mariposa County Local Transportation Commission as the administrative agency for the SGR; and

WHEREAS, the MCLTC has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor Mariposa County Transit; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Mariposa County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Director of Public Works & Transportation be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 5th day of August 2025 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Danette Tosa, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall, County Counsel

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

January 31, 2024

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2024-25 State of Good Repair Program Allocation Preliminary Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for Fiscal Year (FY) 2024-25 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2023.

According to the FY 2024-25 proposed California Budget, the estimated amount of SGR program funds budgeted is $129,388,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates the first quarter's allocation will be paid by November 30, 2024. Please refer to the schedule for the amounts that relate to your agency.
Please contact Mike Silvera by telephone at (916) 323-0704 or email at MSilvera@sco.ca.gov with any questions, or for additional information.

Local Government Programs and Services Division
MAILING ADDRESS: P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 740, Sacramento, CA 95816

Information for the SGR program can be found on the California Department of Transportation website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.

Sincerely,

MELMA DIZON
Manager, Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 31, 2024

Regional Entity	Estimated Available 2024-25 Amount Based on PUC 99313 Allocation	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation	Total Estimated Available 2024-25 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	$ 12,541,311	$ 34,666,010	$ 47,207,321
Sacramento Area Council of Governments	3,281,136	1,121,192	4,402,328
San Diego Association of Governments	1,588,679	385,363	1,974,042
San Diego Metropolitan Transit System	3,843,583	1,586,613	5,430,196
Tahoe Regional Planning Agency	179,222	10,223	189,445
Alpine County Transportation Commission	1,967	146	2,113
Amador County Transportation Commission	66,184	2,318	68,502
Butte County Association of Governments	341,564	18,443	360,007
Calaveras County Local Transportation Commission	74,579	902	75,481
Colusa County Local Transportation Commission	36,170	1,600	37,770
Del Norte County Local Transportation Commission	44,191	2,323	46,514
El Dorado County Local Transportation Commission	288,746	19,652	308,398
Fresno County Council of Governments	1,680,471	302,509	1,982,980
Glenn County Local Transportation Commission	47,575	1,352	48,927
Humboldt County Association of Governments	222,701	37,212	259,913
Imperial County Transportation Commission	298,175	28,201	326,376
Inyo County Local Transportation Commission	31,393	0	31,393
Kern Council of Governments	1,507,650	91,922	1,599,572
Kings County Association of Governments	250,896	10,056	260,952
Lake County/City Council of Governments	110,979	5,665	116,644
Lassen County Local Transportation Commission	46,975	2,122	49,097
Los Angeles County Metropolitan Transportation Authority	16,216,948	21,429,760	37,646,708
Madera County Local Transportation Commission	262,742	8,648	271,390
Mariposa County Local Transportation Commission	28,135	829	28,964
Mendocino Council of Governments	148,134	10,876	159,010
Merced County Association of Governments	474,049	22,532	496,581
Modoc County Local Transportation Commission	14,166	1,223	15,389
Mono County Local Transportation Commission	21,857	32,074	53,931
Transportation Agency for Monterey County	714,999	223,021	938,020
Nevada County Local Transportation Commission	167,333	7,861	175,194
Orange County Transportation Authority	5,211,980	1,871,539	7,083,519
Placer County Transportation Planning Agency	527,708	75,044	602,752
Plumas County Local Transportation Commission	31,559	4,850	36,409
Riverside County Transportation Commission	4,052,462	658,555	4,711,017
Council of San Benito County Governments	109,095	1,719	110,814
San Bernardino County Transportation Authority	3,625,195	763,748	4,388,943
San Joaquin Council of Governments	1,306,075	293,095	1,599,170
San Luis Obispo Area Council of Governments	462,438	31,858	494,296
Santa Barbara County Association of Governments (SBCAG)	731,927	185,410	917,337
Santa Cruz County Transportation Commission	435,363	396,191	831,554
Shasta Regional Transportation Agency	298,109	15,421	313,530
Sierra County Local Transportation Commission	5,305	202	5,507
Siskiyou County Local Transportation Commission	72,349	3,081	75,430
Stanislaus Council of Governments	907,005	51,538	958,543
Tehama County Transportation Commission	106,778	2,210	108,988
Trinity County Transportation Commission	26,481	866	27,347
Tulare County Association of Governments	789,255	83,001	872,256
Tuolumne County Transportation Council	90,694	2,308	93,002
Ventura County Transportation Commission	1,371,712	222,716	1,594,428
State Totals	$ 64,694,000	$ 64,694,000	$ 129,388,000

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 50,600
Santa Clara Valley Transportation Authority	NA	29,192
San Joaquin Regional Rail Commission	NA	163,475
Regional Entity Totals	0	243,267
	0	(243,267)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	23,082,531
Central Contra Costa Transit Authority	12,684,408	144,056
City of Dixon	123,850	1,407
Eastern Contra Costa Transit Authority	6,132,724	69,649
City of Fairfield	2,250,751	25,562
Golden Gate Bridge Highway and Transportation District	138,827,667	1,576,653
Livermore-Amador Valley Transit Authority	6,084,421	69,100
Marin County Transit District	23,726,064	269,455
Napa Valley Transportation Authority	1,722,522	19,563
Peninsula Corridor Joint Powers Board	144,681,126	1,643,131
City of Petaluma	739,065	8,393
City of Rio Vista	39,373	447
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	448,054
San Mateo County Transit District	145,105,738	1,647,953
Santa Clara Valley Transportation Authority	439,800,215	4,994,771
City of Santa Rosa	2,483,478	28,205
Solano County Transit	5,290,076	60,079
County of Sonoma	3,459,517	39,289
Sonoma-Marin Area Rail Transit District	29,993,581	340,634
City of Union City	1,879,467	21,345
City of Vacaville	402,817	4,575
Western Contra Costa Transit Authority	8,044,931	91,366
Regional Entity Subtotals	3,045,389,776	34,586,218
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	50,600
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	29,192
Regional Entity Totals	3,045,389,776	34,666,010
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	33,590
County of Sacramento	1,189,071	13,504
Sacramento Regional Transit System	88,543,261	1,005,578
Yolo County Transportation District	4,689,895	53,263
Yuba Sutter Transit Authority	1,343,449	15,257
Regional Entity Totals	98,723,306	1,121,192
San Diego Association of Governments		
North County Transit District	33,932,036	385,363
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	385,660
San Diego Transit Corporation	62,951,421	714,934
San Diego Trolley, Inc.	42,794,978	486,019
Regional Entity Totals	139,704,540	1,586,613

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,348,260
Orange County Transportation Authority	NA	592,083
Riverside County Transportation Commission	NA	301,287
San Bernardino County Transportation Authority	NA	304,246
Ventura County Transportation Commission	NA	144,187
Regional Entity Totals	0	2,690,063
	0	(2,690,063)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	10,223
Alpine County Transportation Commission		
County of Alpine	12,816	146
Amador County Transportation Commission		
Amador Transit	204,076	2,318
Butte County Association of Governments		
Butte Regional Transit	1,601,714	18,191
City of Gridley - Specialized Service	22,232	252
Regional Entity Totals	1,623,946	18,443
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	902
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,600
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,323
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	19,652
Fresno County Council of Governments		
City of Clovis	1,770,328	20,105
City of Fresno	22,991,076	261,108
Fresno County Rural Transit Agency	1,875,194	21,296
Regional Entity Totals	26,636,598	302,509
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,352
Humboldt County Association of Governments		
City of Arcata	213,054	2,420
Humboldt Transit Authority	3,063,481	34,792
Regional Entity Totals	3,276,535	37,212
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	27,961
Quechan Indian Tribe	21,107	240
Regional Entity Totals	2,483,135	28,201

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	706
City of California City	25,760	293
City of Delano	279,451	3,174
Golden Empire Transit District	5,882,508	66,807
County of Kern	1,194,767	13,569
City of McFarland	12,106	137
City of Ridgecrest	159,250	1,809
City of Shafter	57,568	654
City of Taft	360,169	4,090
City of Tehachapi	28,252	321
City of Wasco	31,839	362
Regional Entity Totals	8,093,822	91,922
Kings County Association of Governments		
City of Corcoran	122,620	1,393
Kings County Area Public Transit Agency	762,823	8,663
Regional Entity Totals	885,443	10,056
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,665
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	2,122
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	230,850
City of Arcadia	1,607,131	18,252
City of Burbank	3,769,842	42,814
City of Claremont	456,234	5,181
City of Commerce	4,235,696	48,104
City of Culver City	15,278,536	173,517
Foothill Transit	67,815,955	770,180
City of Gardena	13,772,242	156,410
City of Glendale	8,225,171	93,413
City of La Mirada	874,670	9,934
Long Beach Public Transportation Company	60,542,189	687,572
City of Los Angeles	98,801,791	1,122,083
County of Los Angeles	6,316,927	71,741
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	15,130,507
City of Montebello	20,096,742	228,237
City of Norwalk	9,188,277	104,350
City of Pasadena	7,704,457	87,499
City of Redondo Beach	2,905,619	32,999
City of Santa Clarita	26,010,198	295,395
City of Santa Monica	47,544,183	539,955
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	232,507
Regional Entity Subtotals	2,005,084,609	20,081,500
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,348,260
Regional Entity Totals	2,005,084,609	21,429,760

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,956
City of Madera	169,785	1,928
County of Madera	67,286	764
Regional Entity Totals	761,547	8,648
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	829
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	10,876
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	11,642
Yosemite Area Regional Transportation System (YARTS)	958,913	10,890
Regional Entity Totals	1,984,038	22,532
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,223
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	32,074
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	223,021
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,192
City of Truckee	323,083	3,669
Regional Entity Totals	692,160	7,861
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	21,695
Orange County Transportation Authority	110,748,483	1,257,761
Regional Entity Subtotals	112,658,754	1,279,456
Orange County Transportation Authority - Corresponding to SCRRA***	NA	592,083
Regional Entity Totals	112,658,754	1,871,539
Placer County Transportation Planning Agency		
City of Auburn	21,830	248
County of Placer	5,410,141	61,442
City of Roseville	1,175,827	13,354
Regional Entity Totals	6,607,798	75,044
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,939
County Service Area 12 - Specialized Service	80,198	911
Regional Entity Totals	427,027	4,850

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Riverside County Transportation Commission		
City of Banning	208,349	2,366
City of Beaumont	318,557	3,618
City of Corona	426,555	4,844
Palo Verde Valley Transit Agency	175,762	1,996
City of Riverside - Specialized Service	493,635	5,606
Riverside Transit Agency	18,329,390	208,165
Sunline Transit Agency	11,506,078	130,673
Regional Entity Subtotals	31,458,326	357,268
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	301,287
Regional Entity Totals	31,458,326	658,555
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,719
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	11,672
Mountain Area Regional Transit Authority	564,732	6,414
City of Needles	58,190	661
Omnitrans	34,279,207	389,306
Victor Valley Transit Authority	4,530,204	51,449
Regional Entity Subtotals	40,460,120	459,502
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	304,246
Regional Entity Totals	40,460,120	763,748
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	590
City of Lodi	887,825	10,083
City of Manteca	77,826	884
City of Ripon	44,345	504
San Joaquin Regional Transit District	10,156,807	115,350
City of Tracy	194,489	2,209
Regional Entity Subtotals	32,833,335	129,620
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	163,475
Regional Entity Totals	32,833,335	293,095
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	429
City of Morro Bay	42,401	482
City of San Luis Obispo Transit	821,105	9,325
San Luis Obispo Regional Transit Authority	1,903,882	21,622
Regional Entity Totals	2,805,171	31,858

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	790
City of Lompoc	136,501	1,550
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	18,403
Santa Barbara Metropolitan Transit District	13,488,703	153,190
City of Santa Maria	906,214	10,292
City of Solvang	104,313	1,185
Regional Entity Totals	16,325,709	185,410
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	396,191
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	15,421
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	202
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	3,081
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	48,203
City of Turlock	293,666	3,335
Regional Entity Totals	4,538,011	51,538
Tehama County Transportation Commission		
County of Tehama	194,589	2,210
Trinity County Transportation Commission		
County of Trinity	76,212	866
Tulare County Association of Governments		
City of Porterville	846,792	9,617
City of Tulare	589,094	6,690
County of Tulare	1,191,032	13,526
Tulare County Regional Transit Agency	290,035	3,294
City of Visalia	4,391,535	49,874
Regional Entity Totals	7,308,488	83,001
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	2,308
Ventura County Transportation Commission		
City of Camarillo	751,079	8,530
Gold Coast Transit District	4,272,461	48,522
City of Moorpark	299,991	3,407
City of Simi Valley	1,167,392	13,258
City of Thousand Oaks	423,749	4,812
Regional Entity Subtotals	6,914,672	78,529
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	144,187
Regional Entity Totals	6,914,672	222,716
STATE TOTALS	$ 5,696,443,829	$ 64,694,000

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-321

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Adopt a Resolution of Intention to Lease Real Property APN 011-190-011 in the Hornitos Area for grazing

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Lease Real Property.

Adopt Resolution declaring the Board of Supervisors' intent to lease real property approximately 153 acres located in the Hornitos area. On December 17, 2024, the Board directed staff to proceed with the process of leasing APN 011-190-011 for cattle grazing. Pursuant to this resolution, staff will publicize the solicitation of bids. The property will be leased to the highest bidder at a public meeting to be held on September 2, 2025. The minimum bid price has been set based on a determination by the County Administrative Officer. It is recommended that the maximum term be set at five years and that the lessee pay three associated costs to lease the property. Sealed proposals will be accepted until noon on Friday, August 29, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Grazing lease agreement with current lessee entered on September 10, 2013 (Resolution 2013-377);
First amendment entered on February 25, 2020 for an additional Year (Resolution 2020-096);
Second amendment entered on January 26, 2021, for an additional six months (Resolution 2021-048);
Third amendment entered on January 21, 2023, for an additional year (Resolution 2022-208);
Fourth amendment entered on January 21, 2023 for an additional year (resolution 2023-085);
Fifth amendment entered on December 19, 2023, on a month-to-month basis beginning January 1, 2024 (Resolution 2023-654)
On December 4th, 2024, a discussion and direction item was brought to the board for direction to begin the bid process for a new lease agreement on the property. The board directed staff to proceed with the bid solicitation process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and staff will not proceed with the bid solicitation process, and the existing lease will continue or may be terminated with further direction and discussion to proceed.

FINANCIAL IMPACT

Publication costs with the recuperation of costs built into the resolution.

ATTACHMENTS

1. **HORNITOS RES OF INTENT-2025**
2. **Lease Agreement Hornitos Grazing Land**
3. **Grazing Lease Public Notice**
4. **Hornitos Grazing Lease Bid Sheet**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO._____
RESOLUTION OF INTENTION TO LEASE REAL PROPERTY

WHEREAS, the County of Mariposa is the owner of certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area, consisting of approximately 153 acres and more particularly described in the legal description and site map marked Exhibit "A" and "B" attached hereto; and

WHEREAS, the property is useful for livestock grazing; and

WHEREAS, the Public Works Department has confirmed that the property is available for grazing without interfering with County structures or facilities:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County hereby declares its intention to lease the above-described real property for the purpose of livestock grazing.

BE IT FURTHER RESOLVED that the County shall lease the property to the highest bidder at a public meeting of the Board of Supervisors to be held on September 2, 2025, at the County Government Center in Mariposa County, at which time sealed proposals to lease the property will be received and considered. Before accepting any written proposal, the Board shall call for oral bids for a price exceeding by at least 5% the highest written proposal.

BE IT FURTHER RESOLVED that the minimum bid amount shall be the sum of TWO THOUSAND EIGHT HUNDRED AND SIXTY ONE DOLLARS AND 00/100 ($2,861.00) per year.

BE IT FURTHER RESOLVED that any party interested in bidding on the lease of the above property shall provide a sealed proposal in an envelope clearly marked "sealed bid" to the Board of Supervisors to be received no later than noon on August 29, 2025.

BE IT FURTHER RESOLVED that any lease of the property will include a hold harmless indemnity clause and insurance sufficient to protect the County. The lease form is attached hereto and marked Exhibit "B" to the Resolution.

BE IT FURTHER RESOLVED that a notice of adoption of this Resolution shall be posted in three public places in the County not less than fifteen (15) days before the day of the meeting wherein sealed bids will be opened and, further, a notice, shall be published in a newspaper of general circulation in the County for one time each week for a period of three (3) weeks prior to the meeting wherein the proposals will be opened pursuant to Government Code Section 6063.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 5th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

WALTER W. WALL, County Counsel

"EXHIBIT A"

(County)

All of that portion of the Townsite of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 214, Mariposa County Records and also shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records, situated in Section 17, T.5 S., R.16 E., M.D.B.& M., County of Mariposa, State of California being described as follows:

BEGINNING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, the following courses and distances:

south 67° 50' 00" east, 641.81 feet;

north 88° 52' 52" east, 263.68 feet;

north 31° 44' 00" east, 387.98 feet;

south 60° 23' 59" east, 451.10 feet;

south 81° 32' 53" east, 236.33 feet to a point on the south line of said Lot 139, also being the northwest corner of Lot 140 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the southerly line of Lot 139 also being the northerly line of said Lot 140, the following courses and distances:

south 82° 28' 52" east, 280.78 feet;

north 58° 44' 29" east, 578.25 feet the southeast corner said Lot 139, also being the southwest corner of Lot 124 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the northerly line of Lot 140 also being the southerly line of said Lot 124, north 73° 01' 00" east, 231.00 feet to the southeast corner of said Lot 124, also being the northeast corner of said Lot 140; thence leaving the southerly line of said Lot 124, and along the easterly

line of said Lot 140, south 39° 30' 58" west, 95.55 feet to the northeast corner of Lot 123 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence along the line common to said Lots 140 and 123, the following courses and distances:

south 73° 46' 00" west, 166.32 feet;

south 62° 07' 00" west, 300.96 feet;

south 29° 53' 06" east, 524.03 feet;

north 75° 06' 54" east, 163.99 feet to a point on the southerly line of said Lot 123, also being on the westerly line of Hornitos Road; thence leaving the southerly line of said Lot 123, and along the easterly and southerly lines of said Lot 140, also being the westerly and northerly lines of Hornitos Road the following courses and distances:

south 5° 59' 20" east, 99.77 feet;

south 7° 16' 38" west, 145.80 feet;

south 34° 38' 04" west, 154.79 feet;

south 27° 40' 53" west, 85.65 feet;

south 19° 50' 17" west, 155.70 feet;

south 43° 34' 23" west, 120.59 feet;

south 50° 00' 33" west, 54.74 feet;

south 55° 24' 05" west, 52.86 feet;

south 88° 34' 44" west, 334.76 feet;

north 84° 47' 11" west, 78.48 feet to a point on the northerly line of Hornitos road; thence leaving the southerly line of said Lot 140, and crossing Hornitos road, south 18° 01' 45" west, 69.35 feet to a point on the southerly line of Hornitos road; thence along said southerly line of Hornitos road the following courses and distances:

south 84° 42' 21" east, 248.82 feet;

along a non-tangent curve to the left, the long chord of which bears north 61° 12' 05" east, 485.44 feet, with a radius of 440.00 feet, through a central angle of 66° 57' 33", an arc distance of 514.21 feet;

north 29° 31' 42" east, 317.02 feet;

along a non-tangent curve to the left, the long chord of which bears north 8° 53' 31" east, 316.30 feet, with a radius of 490.00 feet, through a central angle of 37° 39' 33", an arc distance of 322.07 feet;

north 13° 59' 03" west, 32.50 feet to a point on the southerly line of Lot 123 of the Town of Hornitos; thence leaving the southerly line of Hornitos road and along the southerly line of said Lot 123, north 75° 06' 54" east, 36.90 feet to the southeast corner of said Lot 123; thence along the easterly line of said Lot 123, north 0° 15' 46" west, 429.02 feet; thence continuing along said easterly line of Lot 123, north 37° 38' 14" west, 41.84 feet to a point on the southerly line of Hornitos road; thence leaving said easterly line of Lot 123 and along said southerly line of Hornitos road, along a non-tangent curve to the right the long chord of which bears north 43° 46' 53" east, 2.65 feet, with a radius of 265.00 feet through a central angle of 0° 34' 21", an arc distance of 2.65 feet; thence continuing along said southerly line of Hornitos road, north 44° 04' 03" east, 89.08 feet to a point on the westerly line of lot 118 of the Town of Hornitos; thence leaving said southerly line of Hornitos road and along the westerly line of said Lot 118, south 9° 25' 54" east, 265.36 feet to the southwest corner of said Lot 118 also being the northwest corner of Lot 120 of the Town of Hornitos; thence leaving said westerly line of Lot 118 and along the westerly line of Lot 120, south 4° 36' 52" east, 154.33 feet to the southwest corner of said Lot 120, also being the northwest corner of Lot 121 of the Town of Hornitos; thence leaving said westerly line Lot 120 and along the westerly line of said Lot 121, south 7° 07' 40" east, 79.16 feet to the southwest corner of said Lot 121, also being the northwest corner of Lot 122 of the Town of Hornitos; thence leaving said westerly line of said Lot 121 and along the westerly line of said Lot 122, south 11° 59' 38" east, 189.36 feet to the southwest corner of said Lot 122; thence along the southerly line of said Lot 122, south 63° 41' 31" east, 273.02 feet to the southeast corner of said Lot 122; thence leaving said southerly line of Lot 122 and crossing High Street as shown on said Map of the Town of Hornitos, south 32° 08' 32" east, 46.00 feet to the southwest corner of Lot 108 of the Town of Hornitos; thence along the southerly line of said Lot 108, south 63° 53' 57" east, 315.37 feet to the southeast corner of said Lot 108, being a point on the westerly line of Lot 107 of the Town of Hornitos; thence leaving said southerly line of Lot 108 and along the westerly line of said Lot 107, south 3° 21' 58" west, 114.97 feet to the southwest corner of said Lot 107; thence along the southerly line of said Lot 107, south 84° 19' 50" east, 511.85 feet to the southeast corner of said Lot 107, also being the most westerly corner of Lot 106 of the Town of Hornitos; thence leaving said southerly line of Lot 107 and along the southerly line of said Lot 106, the following courses and distances:

south 24° 29' 26" east, 243.28 feet;

south 66° 30' 46" east, 434.20 feet;

south 84° 29' 49" east, 358.80 feet to the most southerly corner of said Lot 106; thence along the easterly line of said Lot 106, north 23° 13' 32" east, 468.98 feet to a

point on the southerly line of Hornitos Road; thence leaving said easterly line of Lot 106, and along the southerly line of Hornitos Road, south 65° 24' 53" east, 160.25 feet to a point on the east line of the Townsite of Hornitos, also being the east line of above said Section 17; thence leaving said southerly line of Hornitos Road and along the east line of the Townsite of Hornitos, south 1° 36' 54" west, 778.25 feet to the southeast corner of the Townsite of Hornitos, also being the South 1/16th corner to Sections 16 and 17, T.5 S., R.16 E., M.D.B.& M.; thence along the south line of the Townsite of Hornitos, south 89° 39' 15" west, 5281.09 feet to the southwest corner of the Townsite of Hornitos and the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the road right-of-way for Hornitos Road as described as follows:

COMMENCING at the southwest corner of the Townsite of Hornitos; thence along the west line of the Townsite of Hornitos, north 2° 24' 52" east, 276.74 feet to a point on the southerly line of Hornitos road and the **POINT OF BEGINNING**; thence leaving the west line of the Townsite of Hornitos and along the southerly line of Hornitos road, north 66° 48' 33" east, 919.88 feet; thence continuing along said southerly line, along a non-tangent curve to the right the long chord of which bears north 80° 44' 42" east, 467.22 feet, with a radius of 970.00 feet, through a central angle of 27° 52' 18", an arc distance of 471.86 feet; thence continuing along said southerly line, south 84° 42' 21" east, 698.20 feet; thence leaving said southerly line and crossing Hornitos road, north 18° 01' 45" east, 69.35 feet to a point on the northerly line of Hornitos road; thence along the northerly line of Hornitos road, north 85° 19' 09" west, 714.16 feet; thence continuing along said northerly line, along a non-tangent curve to the left the long chord of which bears south 80° 44' 42" west, 496.13 feet, with a radius of 1030.00 feet, through a central angle of 27° 52' 18", an arc distance of 501.05 feet; thence continuing along said northerly line, south 66° 48' 33" west, 891.13 feet to a point on the west line of the Townsite of Hornitos; thence leaving said northerly line of Hornitos road and along the west line of the Townsite of Hornitos, south 2° 24' 52" west, 66.53 feet to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING THEREFROM the following described tract:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town

of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet to the **POINT OF BEGINNING**; thence leaving said southerly line, south 6° 53' 51" west, 338.50 feet; thence north 88° 52' 52" east, 709.41 feet; thence north 17° 33' 55" west, 310.77 feet; thence north 34° 32' 44" west, 222.66 feet to a point on said southerly line of said Lot 139; thence along said southerly line, south 31° 44' 00" west, 213.82 feet; thence continuing along said southerly line, south 88° 52' 52" west, 263.68 feet; thence continuing along said southerly line, north 67° 50' 00" west, 78.26 feet to the **POINT OF BEGINNING**, containing 5.00 acres more or less.

SUBJECT TO an easement for ingress, egress, public and private utility purposes, 40 feet in width, 20 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 313.05 feet to the **POINT OF BEGINNING**; thence south 5° 54' 55" east, 47.51 feet; thence along a tangent curve to the left, concave to the northeast, with a radius of 400.00 feet, through a central angle of 39° 49' 16", and arc distance of 278.00 feet; thence south 45° 44' 11" east, 285.96 feet; thence along a tangent curve to the right, concave to the southwest, with a radius of 120.00 feet, through a central angle of 48° 13' 47", an arc distance of 101.01 feet; thence south 2° 27' 36" west, 63.29 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

AND ALSO SUBJECT TO an easement for public utility purposes, 20 feet in width, 10 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the

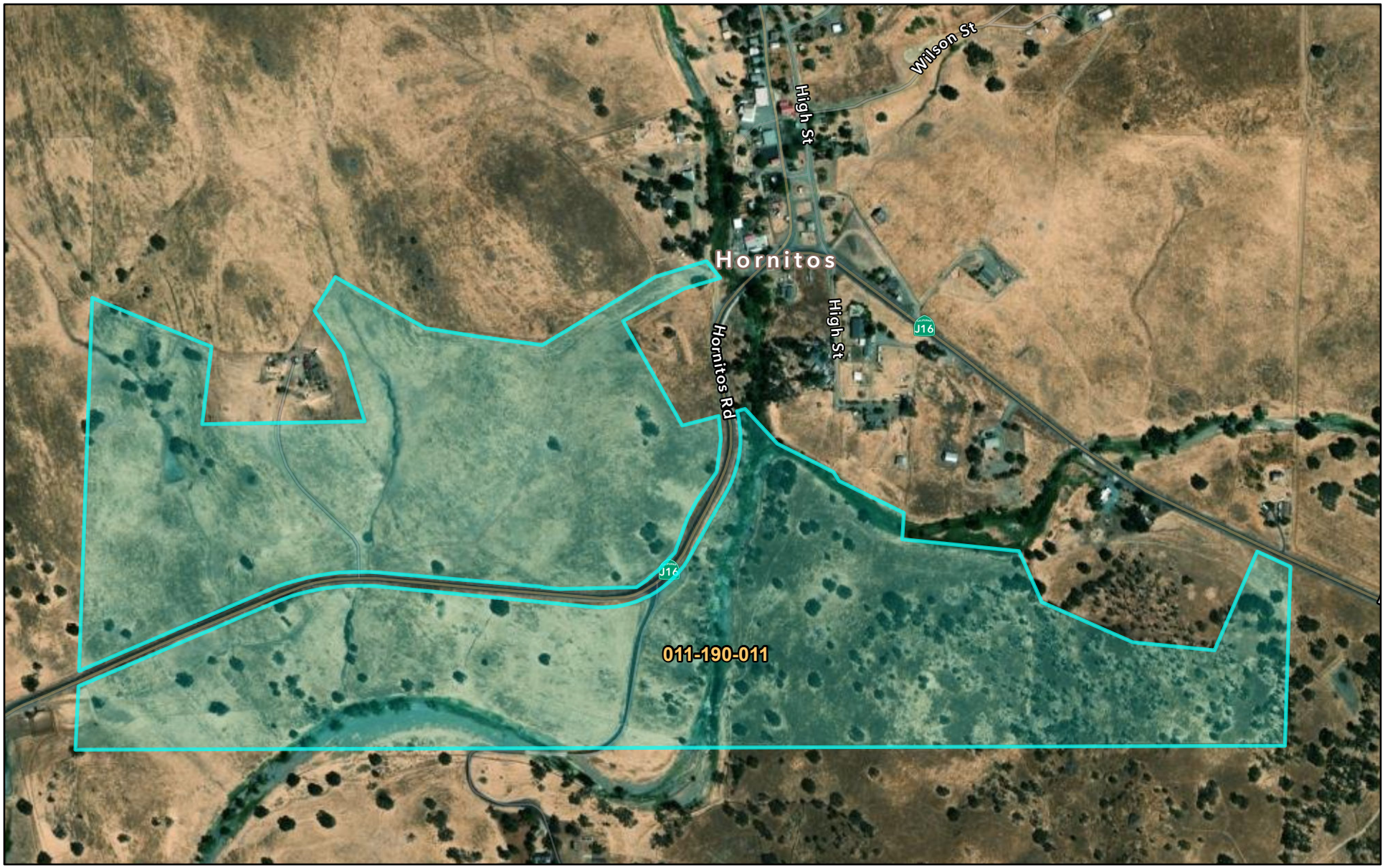
southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 610.07 feet to the **POINT OF BEGINNING**; thence south 14° 45' 31" east, 678.66 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

Description Prepared by:

Charles M. Pratt, L.S. 4891

END OF DOCUMENT

Exhibit B



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Mariposa County GIS, Maxar

LEASE AGREEMENT

THIS AGREEMENT is made and entered into in the County of Mariposa, State of California, as of September ___, 2025, by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSOR**, and _____, hereinafter referred to as **LESSEE**.

WITNESSETH:

WHEREAS, **LESSOR** owns real property located in the County of Mariposa, commonly known as Assessor's Parcel Number 011-190-011 in the Hornitos Area of Mariposa, California, consisting of approximately 153 acres; and

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

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

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa, commonly known as Assessor's Parcel Number 011-190-011 in the Hornitos Area of Mariposa, California, and more particularly described in Exhibit A and B attached hereto.

2. **CONSIDERATION/TERM**: For and in consideration of _____ Dollars ($____) per month, mailed to Mariposa, P.O. Box 784, Mariposa, CA 95338. **LESSOR** agrees to lease the real property described above for a term of 5 years commencing on September ___, 2025 and terminating on or before September ___, 2030. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **POSSESSORY INTEREST: LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation, the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the leased **PREMISES**. **LESSOR** expresses no opinion on the taxability of this Lease.

4. **USE:** The **PREMISES,** which are the subject of this Agreement, shall be used solely as grazing land. **LESSEE** hereby warrants that it will be used as such.

5. **COMPLIANCE WITH LAW: LESSEE** shall comply with all federal and state laws and ordinances of the County of Mariposa, and with any department, bureau or official thereof having jurisdiction.

6. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that the **PREMISES** have not undergone inspection by a Certified Access Specialist (CASp). **LESSOR** warrants that the **PREMISES** is at the time of this Agreement in compliance with all laws and ordinances.

> A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

7. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign

this Agreement nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Agreement. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

8. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Agreement shall be removed at **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

9. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Agreement and **LESSEE** may at its option terminate this Agreement.

10. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at

the date of execution of this Agreement, reasonable wear and tear excepted.

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

13. **INSURANCE: LESSEE** shall obtain and keep in full force and effect during the term of this agreement general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

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

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

16. **TERMINATION PRIOR TO EXPIRATION:**

A. **LESSOR** shall have the right to terminate this Agreement, on the occurrence of any of the following events:
   i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.
   ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned

property, fixtures or equipment.

B. **LESSEE** and **LESSOR** shall each have the right to terminate this Agreement upon ninety (90) days written notice.

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

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

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

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

20. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

21. **ENTIRE AGREEMENT:** 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.

22. **SUCCESSOR:** This Agreement shall be binding upon and inure to the benefit of all the heirs, successors, and assigns of the parties.

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

LESSOR:

_____

Owner

LESSEE:

_____

Joe Lynch
County Administrative Officer

APPROVED AS TO LEGAL FORM:

_____

Walter W. Wall
County Counsel

"EXHIBIT A"

(County)

All of that portion of the Townsite of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 214, Mariposa County Records and also shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records, situated in Section 17, T.5 S., R.16 E., M.D.B.& M., County of Mariposa, State of California being described as follows:

BEGINNING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, the following courses and distances:

south 67° 50' 00" east, 641.81 feet;

north 88° 52' 52" east, 263.68 feet;

north 31° 44' 00" east, 387.98 feet;

south 60° 23' 59" east, 451.10 feet;

south 81° 32' 53" east, 236.33 feet to a point on the south line of said Lot 139, also being the northwest corner of Lot 140 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the southerly line of Lot 139 also being the northerly line of said Lot 140, the following courses and distances:

south 82° 28' 52" east, 280.78 feet;

north 58° 44' 29" east, 578.25 feet the southeast corner said Lot 139, also being the southwest corner of Lot 124 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the northerly line of Lot 140 also being the southerly line of said Lot 124, north 73° 01' 00" east, 231.00 feet to the southeast corner of said Lot 124, also being the northeast corner of said Lot 140; thence leaving the southerly line of said Lot 124, and along the easterly

line of said Lot 140, south 39° 30' 58" west, 95.55 feet to the northeast corner of Lot 123 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence along the line common to said Lots 140 and 123, the following courses and distances:

south 73° 46' 00" west, 166.32 feet;

south 62° 07' 00" west, 300.96 feet;

south 29° 53' 06" east, 524.03 feet;

north 75° 06' 54" east, 163.99 feet to a point on the southerly line of said Lot 123, also being on the westerly line of Hornitos Road; thence leaving the southerly line of said Lot 123, and along the easterly and southerly lines of said Lot 140, also being the westerly and northerly lines of Hornitos Road the following courses and distances:

south 5° 59' 20" east, 99.77 feet;

south 7° 16' 38" west, 145.80 feet;

south 34° 38' 04" west, 154.79 feet;

south 27° 40' 53" west, 85.65 feet;

south 19° 50' 17" west, 155.70 feet;

south 43° 34' 23" west, 120.59 feet;

south 50° 00' 33" west, 54.74 feet;

south 55° 24' 05" west, 52.86 feet;

south 88° 34' 44" west, 334.76 feet;

north 84° 47' 11" west, 78.48 feet to a point on the northerly line of Hornitos road; thence leaving the southerly line of said Lot 140, and crossing Hornitos road, south 18° 01' 45" west, 69.35 feet to a point on the southerly line of Hornitos road; thence along said southerly line of Hornitos road the following courses and distances:

south 84° 42' 21" east, 248.82 feet;

along a non-tangent curve to the left, the long chord of which bears north 61° 12' 05" east, 485.44 feet, with a radius of 440.00 feet, through a central angle of 66° 57' 33", an arc distance of 514.21 feet;

north 29° 31' 42" east, 317.02 feet;

along a non-tangent curve to the left, the long chord of which bears north 8° 53' 31" east, 316.30 feet, with a radius of 490.00 feet, through a central angle of 37° 39' 33", an arc distance of 322.07 feet;

north 13° 59' 03" west, 32.50 feet to a point on the southerly line of Lot 123 of the Town of Hornitos; thence leaving the southerly line of Hornitos road and along the southerly line of said Lot 123, north 75° 06' 54" east, 36.90 feet to the southeast corner of said Lot 123; thence along the easterly line of said Lot 123, north 0° 15' 46" west, 429.02 feet; thence continuing along said easterly line of Lot 123, north 37° 38' 14" west, 41.84 feet to a point on the southerly line of Hornitos road; thence leaving said easterly line of Lot 123 and along said southerly line of Hornitos road, along a non-tangent curve to the right the long chord of which bears north 43° 46' 53" east, 2.65 feet, with a radius of 265.00 feet through a central angle of 0° 34' 21", an arc distance of 2.65 feet; thence continuing along said southerly line of Hornitos road, north 44° 04' 03" east, 89.08 feet to a point on the westerly line of lot 118 of the Town of Hornitos; thence leaving said southerly line of Hornitos road and along the westerly line of said Lot 118, south 9° 25' 54" east, 265.36 feet to the southwest corner of said Lot 118 also being the northwest corner of Lot 120 of the Town of Hornitos; thence leaving said westerly line of Lot 118 and along the westerly line of Lot 120, south 4° 36' 52" east, 154.33 feet to the southwest corner of said Lot 120, also being the northwest corner of Lot 121 of the Town of Hornitos; thence leaving said westerly line Lot 120 and along the westerly line of said Lot 121, south 7° 07' 40" east, 79.16 feet to the southwest corner of said Lot 121, also being the northwest corner of Lot 122 of the Town of Hornitos; thence leaving said westerly line of said Lot 121 and along the westerly line of said Lot 122, south 11° 59' 38" east, 189.36 feet to the southwest corner of said Lot 122; thence along the southerly line of said Lot 122, south 63° 41' 31" east, 273.02 feet to the southeast corner of said Lot 122; thence leaving said southerly line of Lot 122 and crossing High Street as shown on said Map of the Town of Hornitos, south 32° 08' 32" east, 46.00 feet to the southwest corner of Lot 108 of the Town of Hornitos; thence along the southerly line of said Lot 108, south 63° 53' 57" east, 315.37 feet to the southeast corner of said Lot 108, being a point on the westerly line of Lot 107 of the Town of Hornitos; thence leaving said southerly line of Lot 108 and along the westerly line of said Lot 107, south 3° 21' 58" west, 114.97 feet to the southwest corner of said Lot 107; thence along the southerly line of said Lot 107, south 84° 19' 50" east, 511.85 feet to the southeast corner of said Lot 107, also being the most westerly corner of Lot 106 of the Town of Hornitos; thence leaving said southerly line of Lot 107 and along the southerly line of said Lot 106, the following courses and distances:

south 24° 29' 26" east, 243.28 feet;

south 66° 30' 46" east, 434.20 feet;

south 84° 29' 49" east, 358.80 feet to the most southerly corner of said Lot 106; thence along the easterly line of said Lot 106, north 23° 13' 32" east, 468.98 feet to a

point on the southerly line of Hornitos Road; thence leaving said easterly line of Lot 106, and along the southerly line of Hornitos Road, south 65° 24' 53" east, 160.25 feet to a point on the east line of the Townsite of Hornitos, also being the east line of above said Section 17; thence leaving said southerly line of Hornitos Road and along the east line of the Townsite of Hornitos, south 1° 36' 54" west, 778.25 feet to the southeast corner of the Townsite of Hornitos, also being the South 1/16th corner to Sections 16 and 17, T.5 S., R.16 E., M.D.B.& M.; thence along the south line of the Townsite of Hornitos, south 89° 39' 15" west, 5281.09 feet to the southwest corner of the Townsite of Hornitos and the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the road right-of-way for Hornitos Road as described as follows:

COMMENCING at the southwest corner of the Townsite of Hornitos; thence along the west line of the Townsite of Hornitos, north 2° 24' 52" east, 276.74 feet to a point on the southerly line of Hornitos road and the **POINT OF BEGINNING**; thence leaving the west line of the Townsite of Hornitos and along the southerly line of Hornitos road, north 66° 48' 33" east, 919.88 feet; thence continuing along said southerly line, along a non-tangent curve to the right the long chord of which bears north 80° 44' 42" east, 467.22 feet, with a radius of 970.00 feet, through a central angle of 27° 52' 18", an arc distance of 471.86 feet; thence continuing along said southerly line, south 84° 42' 21" east, 698.20 feet; thence leaving said southerly line and crossing Hornitos road, north 18° 01' 45" east, 69.35 feet to a point on the northerly line of Hornitos road; thence along the northerly line of Hornitos road, north 85° 19' 09" west, 714.16 feet; thence continuing along said northerly line, along a non-tangent curve to the left the long chord of which bears south 80° 44' 42" west, 496.13 feet, with a radius of 1030.00 feet, through a central angle of 27° 52' 18", an arc distance of 501.05 feet; thence continuing along said northerly line, south 66° 48' 33" west, 891.13 feet to a point on the west line of the Townsite of Hornitos; thence leaving said northerly line of Hornitos road and along the west line of the Townsite of Hornitos, south 2° 24' 52" west, 66.53 feet to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING THEREFROM the following described tract:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town

of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet to the **POINT OF BEGINNING**; thence leaving said southerly line, south 6° 53' 51" west, 338.50 feet; thence north 88° 52' 52" east, 709.41 feet; thence north 17° 33' 55" west, 310.77 feet; thence north 34° 32' 44" west, 222.66 feet to a point on said southerly line of said Lot 139; thence along said southerly line, south 31° 44' 00" west, 213.82 feet; thence continuing along said southerly line, south 88° 52' 52" west, 263.68 feet; thence continuing along said southerly line, north 67° 50' 00" west, 78.26 feet to the **POINT OF BEGINNING**, containing 5.00 acres more or less.

SUBJECT TO an easement for ingress, egress, public and private utility purposes, 40 feet in width, 20 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 313.05 feet to the **POINT OF BEGINNING**; thence south 5° 54' 55" east, 47.51 feet; thence along a tangent curve to the left, concave to the northeast, with a radius of 400.00 feet, through a central angle of 39° 49' 16", and arc distance of 278.00 feet; thence south 45° 44' 11" east, 285.96 feet; thence along a tangent curve to the right, concave to the southwest, with a radius of 120.00 feet, through a central angle of 48° 13' 47", an arc distance of 101.01 feet; thence south 2° 27' 36" west, 63.29 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

AND ALSO SUBJECT TO an easement for public utility purposes, 20 feet in width, 10 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the

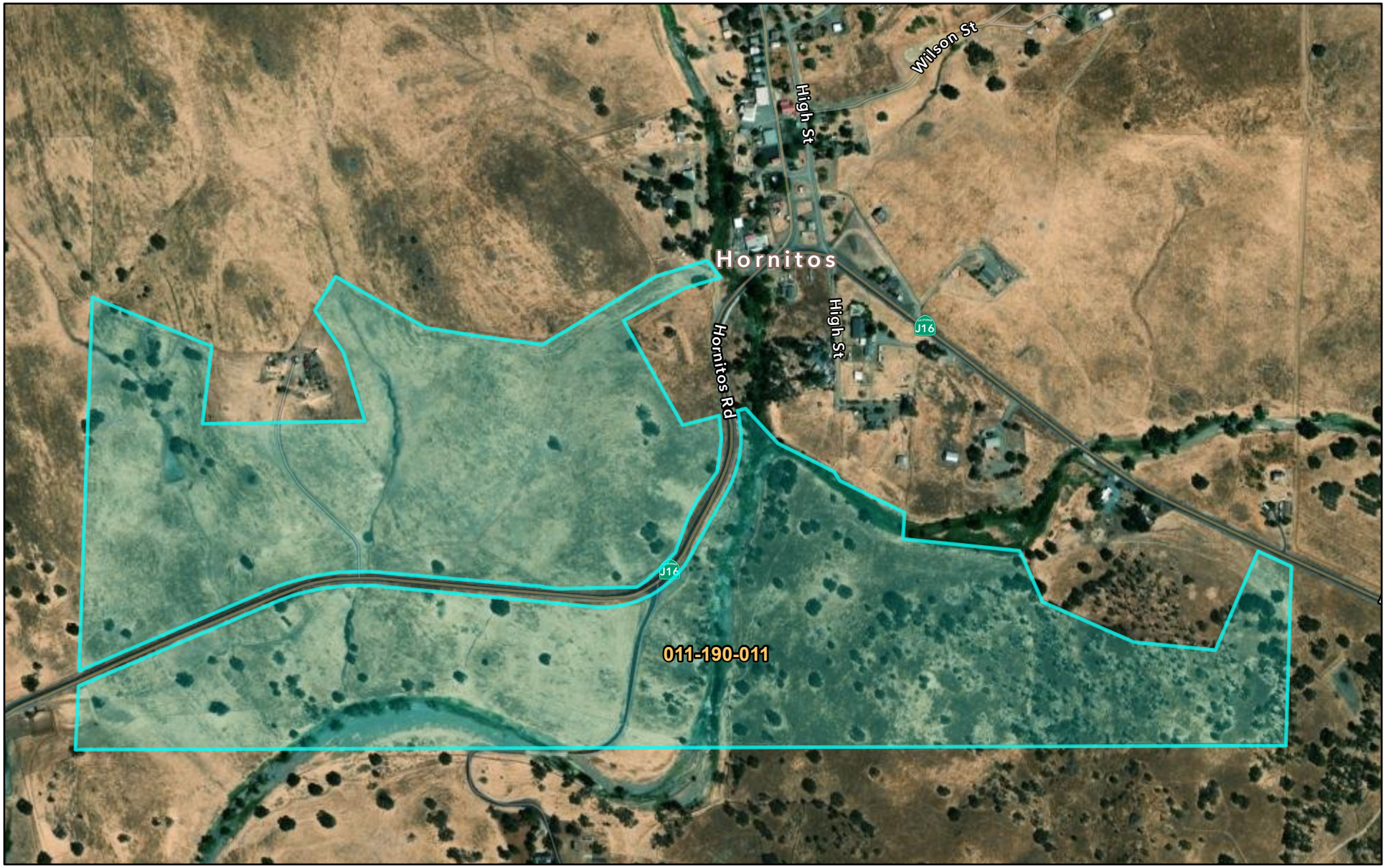
southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 610.07 feet to the **POINT OF BEGINNING**; thence south 14° 45' 31" east, 678.66 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

Description Prepared by:

Charles M. Pratt, L.S. 4891

END OF DOCUMENT

Site Map Exhibit B



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Mariposa County GIS, Maxar

Public Hearing Notice

NOTICE IS HEREBY GIVEN that on **Tuesday, September 2nd, 2025, at 2:00 PM**, or as soon thereafter as the matter may be heard, the Board of Supervisors of Mariposa County will hold a public hearing to consider submitted sealed bids for the lease of real property located in the Hornitos area, commonly known as Assessor Parcel Number (APN) 011-190-011, for the purpose of grazing rights. The hearing will be held in the Board of Supervisors Hearing Room located at 5100 Bullion St., Mariposa, CA 95338.

On August 5th, 2025, the Board of Supervisors declared their intent to lease this parcel.

Bids must be submitted to the Clerk of the Board's office by **noon on August 29, 2025**, to be considered in the public hearing the following Tuesday. Additionally, all written bids must be within a sealed envelope labeled “BID ENCLOSED” when delivered to the Clerk of the Board. Sealed bids can be submitted at the Administration window upstairs in the Government Center located at 5100 Bullion St., Mariposa, CA 95338, or can be mailed to the address below:

Mariposa County Clerk of the Board
P.O Box 784, Mariposa, CA 95338.

To be provided with more information and a copy of the lease agreement, please visit the Clerk of the Board's office upstairs in the Mariposa Government Center, or by email at: board-clerk@mariposacounty.org

BID SHEET

Grazing lease for approximately 153 acres of real property located in the Hornitos area of Mariposa County, identified by APN 011-190-011.

Bid $_____ (Minimum Bid $2861.00).

Date: _____ Signature: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-322

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Amendments to the County Voluntary Time Off Program Policy

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RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the County Voluntary Time Off Program.

The amendments to the voluntary time off program include a slight revision to the eligibility requirements and removal of language stating that exempt staff must work with Human Resources to enter into a reduced schedule. Additionally, a requirement was added that exempt employees' reduced schedules must not result in an annual salary less than the current FLSA earnings threshold for exemption. Staff recommends these changes to remove the contradictory language, accommodate more staff with the option of a reduced schedule, and provide department heads the flexibility to decide for themselves their operational need for any employee to work on a reduced schedule, regardless of exemption status.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The VTO program was created in 2020 with Board Resolution 202-558.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Amend and Approve; Changes to what is proposed could be made prior to approval
Do not approve; It will remain unclear whether or not exempt employees may participate
Request information; Staff can be requested to bring the proposal back at a future meeting with more information for the Board. Staff will need direction on what information is desired.

FINANCIAL IMPACT

Potential increase in salary savings realized by staff participation in the program

ATTACHMENTS

1. **Voluntary Time Off Program - Redline**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

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

EXCUSED: District V Supervisor Miles Menetrey

VOLUNTARY TIME OFF PROGRAM

The Voluntary Time Off ("VTO") Program is available to Mariposa County employees looking to reduce their working hours. Interested employees are encouraged to discuss the VTO Program with their manager to determine if VTO is a good option and meets the Department's operational needs. Department heads may discuss participation in a voluntary pay reduction program with the County Administrative Officer. ~~Other exempt employees may contact Human Resources regarding participation in a voluntary pay reduction program.~~

Eligibility Requirements:

- You must be a full-time ~~non-exempt~~ employee.
- Your Supervisor and Department Head must approve your request to participate in the VTO Program.
- If your request is denied, the reason for denial is to be noted on the application.
- Exempt employees' salary must remain above the current FLSA earnings threshold, which can be found at: https://www.dol.gov/agencies/whd/overtime/salary-levels

How do I sign up for the VTO Program?

Signing up for the VTO Program requires completing the application on the last two pages and providing it to your department head. While you may indicate your preferences on the application, the County will ultimately determine whether the requested reduced schedule is consistent with the needs of the County and may request that the employee modify the schedule as a condition of approval.

When can I sign up for the VTO Program?

VTO applications are accepted year-round and must be made at least two weeks in advance of the requested schedule.

How does the VTO Program work?

Under the VTO Program, you can choose to reduce your weekly schedule in 2 hour~~ly weekly~~ increments, up to 8 hours per week. In other words, your schedule is reduced by the VTO reduction of hours you elect. For example, if you choose to reduce your working hours by 4 hours (10% for a 40-hour employee), your weekly gross pay will be reduced by 10% for every week that the reduced schedule is in effect.

Generally, the reduced hours will be based on a set, specified weekly reduced schedule. For example, an employee electing to take four hours off each week may elect to work eight hours per day Monday through Thursday and four hours on Friday. At the County's discretion, non-exempt employees may be allowed to take leave on alternating workweeks (e.g. one day every other week). Employees may provide

their preferred schedule in the application below.

Hours will be accounted for at the end of the 2--week work period or the 28--day work period, whichever is applicable.

How is overtime calculated if I participate in the program?
Overtime will continue to be calculated according to a 40--hour work week or 160--hour work period (depending on the bargaining unit) and will be subject to any other MOU provisions regarding overtime.

When does my participation start?
The VTO Program starts at the beginning of the pay period immediately following approval, or any other date specified by the County.

Can I cancel or change my participation in the VTO Program during the year?
No, you cannot withdraw from the VTO program unless you transfer to another department, are promoted, or the County terminates your participation based on operational needs.

How long must the reduced schedule be in effect?
Unless promoted, transferred to another department, or participation is terminated by the County, the reduced schedule must be in effect for a three-month period, and employees may not cancel their participation. At the time an employee is promoted, transferred to another department, or at the end of the three-month period, the employee must reapply, or the schedule will automatically be cancelled at the end of the current pay period.

Does my participation in the VTO Program impact my benefits?
Participating in the VTO Program has no effect on your health, dental, vision or life insurance coverage, step increase, probationary period, or seniority. In addition, there is no effect on the accrual of vacation, sick leave, and holiday leave. Employees will not be eligible to use any accrued leave beyond the hours threshold for the reduced schedule (e.g. a 40-hour employee on a 36-hour reduced schedule may not work 36 hours and take 4 hours of leave to get to 40 hours). Any specialty pays that are based on a percentage of compensation or hours worked will be reduced based on the same percentage as the VTO Program reduction. The VTO Program may impact your retirement benefit, depending on the amount by which your schedule is reduced. The Auditor's office may be contacted for further information regarding your potential impact.

Created: 9/20 (B/S Res. 20-558)

VOLUNTARY TIME OFF (VTO) PROGRAM APPLICATION

Employee Name (print) _____ **Department** _____

PART I – Plan Selection

Choose the requested number of hours by which your schedule will be reduced:

~~____1~~ ~~____1.5~~ ____2 ~~____2.5~~ ~~____3~~ ~~____3.5~~ ____4 ~~____4.5~~
~~____5~~ ~~____5.5~~ ____6 ~~____6.5~~ ~~____7~~ ~~____7.5~~ ____8

PART II – Schedule Selection (choose one)

_____ Shorter workday _____Shorter workweek _____Block of time off

My preferred work hours schedule is:

CURRENT WORK SCHEDULE – WEEK 1						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
CURRENT WORK SCHEDULE – WEEK 2						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
PROPOSED WORK SCHEDULE – WEEK 1						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
PROPOSED WORK SCHEDULE – WEEK 2						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

PART III – Employee Acknowledgement (initial each statement and sign below)

_____I understand that a reduction in hours will be reflected in my compensation.

____I understand that the reduced schedule will begin on the first day of the start of a new pay period following approval by the County and that it may not be revoked or modified without the permission of the County for three months after the start of the reduced schedule.

_____I further understand that the County may terminate my reduced schedule due to a transfer, promotion, or the operational needs of the County.

_____I understand that my participation in the VTO Program may impact my retirement benefit.

Employee Signature: _____ **Date:** _____

_____**Approved** _____**Rejected** **Comments:** _____

Supervisor Signature: _____ **Department Head Signature:** _____

Applications not approved by the department head, or are approved for a lesser amount of time than requested, upon request of the employee, may be reviewed by the County Administrative Officer ~~HR Director~~ or his/her designee for final approval.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9): Cox v. County of Mariposa case no. 1-19-01105-AWI-BAM

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9): Cox v. County of Mariposa case no. 1-19-01105-AWI-BAM.

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: 1-19-01105-AWI- BAM-COX
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] 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

Not Applicable.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Mariposa County Managerial and Confidential Organization

Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE

[ ] 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

Not Applicable.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Name of Case: Matatia Bass v. County of Mariposa Claim No 22-166855

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Name of Case: Matatia Bass v. County of Mariposa Claim No 22-166855.

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Matatia Bass v. County of Mariposa Claim No 22-166855
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] 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

Not Applicable.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 5, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9; Number of cases to be discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9; Number of cases to be discussed: 1.

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] 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

Not Applicable.

ATTACHMENTS

None