



Mariposa County

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MILES MENETREY, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
WAYNE FORSYTHE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT I
DISTRICT IV
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES JULY 9, 2024

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Abel Del Real-Nava/Assistant County Administrative Officer introduced Robert Stark, who is new to Human Resources. He noted he is a graduate of UC Davis.

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

Chair Menetrey read the consent note and noted three 4/5th vote items on the consent agenda. No public comment.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve Budget Action Transferring Funds from the Workers Compensation Fund to the General Liability Fund in the Amount of \$150,000 (4/5's Vote Required)

CA3. Fire

Approve Donation of Aged and Excess Specialized Fire Safety Equipment and Protective Clothing to Clovis Unified Fire Technology Program

CA4. Health and Human Services Agency

Approve an Agreement with Alliance for Community Transformations in the Amount of \$242,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Health and Human Services Agency

Approve Second Amendment with Berliner Cohen, LLP Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$200,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. Health and Human Services Agency

Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2024 to Pay Expenses Through Year End (\$235,073)(4/5th Vote Required)

CA7. Sheriff's Office

Approve an Agreement with Stanislaus County Sheriff's Office Coroner Division in the Amount of \$100,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Sheriff's Office

Approve an Agreement with Axon Enterprise, Inc. in the Amount of \$311,863.73 for Body Worn Cameras; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. Air Pollution Control District (APCD)

Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kevin Packard/Undersheriff noted that the Sheriff sends his regrets. He noted that the French Fire was reported at 6:00 PM and that its point of origin was French Camp Road. He noted that the fire stands at 908 acres and is 70% contained. Undersheriff Packard noted that when it began, it quickly burned over the ridge and down the drainage. He noted when it jumped the highway; it placed 1100 residences in the direct path of the fire and 260 structures in immediate danger. He noted in partnership with Cal Fire, a Fire Management Assistance Grant (FMAG) was received immediately. He noted John C. Fremont (JCF) had been put into a shelter in place. He noted in partnership with the Health and Human Services Agency (HHSA), a temporary evacuation point was established at New Life Christian Church in Bootjack. He noted all of that was done within 90 minutes of the fire being reported. He noted this was the first time the county was able to shelter individuals with their pets through partnerships with the Red Cross and the Central California Animal Disaster Team. He noted the fire damaged a main trunk line which caused widespread power outages while the county was also in a heat wave. He noted that 51 residents were sheltered. He noted that 11 structures were damaged, with three destroyed residential structures. He also noted the maintenance building at the high school was a total loss. He tipped his hat to all their local, state, and federal partners for the remarkable response.

Kudos, thanks, and appreciation were given by Supervisors Poe, Menetrey, and Toso.

Steve Ward/Cal Fire/County Fire thanked Undersheriff Packard for his kind words. He noted he wouldn't rehash the details of the fire but noted significant fuel reduction work was done through the Fire Safe Council in the Alta Vista area. He noted it helped with ember cast around structures. He noted the fuel reduction projects are effective, and working and maintaining them is key. He also wanted to highlight the work of the homeowners. He noted they do not have the ability to put a fire truck in front of everyone's home, so the reason so many are still standing is due to the work of the homeowners.

Supervisors Forsythe and Smallcombe thanked Chief Ward for not only his dedication but also the work of Cal Fire, Mariposa County Fire, and partner agencies.

Joe Lynch/County Administrative Officer gave kudos to Undersheriff Packard, who in 2016-2017 became the OES manager and redid the County's Emergency plan, which had been adopted in 1972. He noted Undersheriff Packard then passed the torch to Wes Smith. He noted there is an after-action review. He noted there is a quick response because of OES, SO, and Fire. He noted Chief Ward was incredible. He further noted that it is no accident that these individuals are in these roles.

Dr. Kristina Keheley/Interim Health and Human Services Agency Director noted the cooling centers have been extended through the upcoming Saturday. She noted the library branches would be open until 8:00 PM and McKay Hall would be open until 9:00 PM. She noted they have had a few visitors at the cooling centers.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Ann Pine/Resident, who noted she had a fire hangover. She noted the first thing she wanted to say was thank you to all who worked the fire. She noted her concerns with Nixle, noting she was unaware they were under an evacuation order until she got a call from a friend. She noted she later talked to her surrounding neighbors and none of them seemed to have received one. Ms. Pine thanked

the vets for helping the cats and animals with burnt paws. She further noted her hopes for the county to continue looking at fire breaks in the community and noted everyone owes the Fire Safe Council a huge thank you for their work on the Alta Vista fuel break. She noted her last comment was in regard to the fire hydrants on her road. She noted she was told they couldn't be used, which she found ironic.

Undersheriff Packard noted the system use to be Nixle but is now Everbridge. He noted to residents to visit the Everbridge site on the Sheriff's website (msoalert.com) and get in to double-check their information and/or register.

John Paul (JP) Salonen/Local Contractor noted he has two homes on Campbell. He noted he is here as a contractor to advocate for more staffing for development services. He noted they are understaffed and there is not enough of them to keep up. He noted there are several rebuilding projects going on, and the delay impacts business. He noted that he has been waiting for a bathroom remodel for over five and a half weeks and is still waiting. He noted he has two employees, with one still waiting, but he is trying to keep his employees busy.

Mike Brusa/Bear Valley Resident, noted in regards to the French Fire, they saw the smoke, and he had neighbors call him concerned. He noted when it began, he felt it would be another paradise, but what they were able to achieve was amazing. He noted he understood it was collective. He then discussed what things people could do differently to make a difference during fire season. He noted he recommended the collaboration of private and government agencies.

Colleen Rhodes/Phone caller/Resident, noted there needed to be a hazardous vegetation management ordinance for parcels. She noted they are adopted throughout the state, and she recommends the county use one and tailor it to the county's needs to help fight fires. She noted it was inspiring to see how everyone works together and noted her son was a wildland firefighter for years and they made him a man.

H. Regular Agenda Items

1. Sheriff's Office

Adopt a Resolution Ratifying the July 5th, 2024, Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency due to the French Fire

Undersheriff Packard gave the staff report. No public comment.

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

2. Administration

Discussion and Possible Direction Regarding Final Organizational and Operational Review
Recommendations from Guidehouse Inc.

Joe Lynch gave the staff report. Rob Hagar and Callie Seymour from Guidehouse gave a PowerPoint

Presentation.

Public comment was received by Monica Nielsen/Agricultural Commissioner who noted there was no recommendations for help with staffing which is needed in her department.

Pete Judy/District Four Resident noted he worked for the Court for a number of years. He noted on Page 15 of the presentation that the County Administrative Officer (CAO) would be responsible for the day-to-day operations of ten departments. He noted he doesn't count ten departments; he believes they interchanged departments and divisions. He noted that when he first became a department head, there wasn't much, but the county had come a long way. He noted that with the probation department, the chief probation officer is appointed by the judge, so they would not report to the CAO.

Chief Ward noted that as far as reorganization goes, he wanted to give his perspective and noted that a strong CAO model is needed. He noted that in the world he grew up in, there needs to be a lead and their assistants with the same amount of authority, as this would turn into greater representation and community throughout the organization. He noted in the fire world, there are division chiefs, and with a Strong CAO, there would be the authority to make decisions. He noted a strong CAO model would create more efficiency.

Ryan Oliphant/Chief Probation Office, noted he has a reporting structure and it would not make sense for his position to report to the CAO or the Assistant CAO (ACAO).

Dr. Kristina Keheley noted she is on the fence in regard to the recommendation to place Environmental Health under the Development Services umbrella. She noted they are an essential function to public health and per Health and Safety Code, they have a relationship with the County Health Officer.

Steve Engfer/Planning Director, thanked everyone who played a part in this. He noted that he felt it was healthy to take a magnifying lens to bring things to bear. He noted he didn't believe the county had done this type of look in a long time. He expressed his thoughts on change being healthy as, ultimately, our purpose is to serve the public. He noted he is interested in the implementation and felt there were unknowns. He noted he supports a strong CAO, which he feels will increase efficiency in operations and advance systems.

Mike Brusa noted the first time he spoke at a meeting was about the emperor's new clothes. He noted there are a lot of people who are dependent on this. He noted this was an employee-centered report but did not address the issue of the government monopoly. He noted this would just be re-arranging the desk chairs since the government never sinks. He then discussed issues he use to see as the Superintendent at the schools.

Jeanne-Ann Pine noted she did not understand most of it but she took it as what started off as log cabin, turned into added rooms and outbuildings and it was time to get all under one roof. She noted there is proof of success. She noted she would like to see a more expanded timeline.

Walter Wall/District Attorney, noted it is good to do a self-assessment. He noted Guidehouse made a modest proposal. He noted many boards have a strong CAO that manages the day to day. He noted one thing the CAO needs to be given is a forum to be in constant communication with the Board. He noted the public needs to know they are accountable and transparent.

Collen Rhodes/Phone Caller felt the data wasn't there, and there were no details to indicate what the study suggested. She noted they knew ahead of time the County wanted a strong CAO and relied on that/ She noted Mr. Lynch has the energy and passion for his job. She noted she has no problem with the suggested structure, but she has a concern with the ACAO. She noted she has worked in areas of human resources, fiscal management, and budgeting, and with the structure, it would be piling onto an already full plate. She noted she did not like the mention of the Brown Act on page 143; she noted if the Brown Act makes their job

difficult, it is for good reason. She noted transparency is essential. She felt neither the Board nor Mr. Lynch were trying to not be transparent, so the inclusion of that language was unfortunate. She reminded the Board to respect the voters.

Mr. Lynch noted they are seeking direction from the Board to bring back three items, the CAO position, address development services, and internal services.
Board discussion ensued.

DIRECTION: Administration Staff is to bring back a more extensive presentation with recommendations on how to proceed with the Strong County Administrative Model, Development Services Department and Internal Services.

RESULT: DIRECTION GIVEN

11:40 AM Chair Menetrey recessed the Board for a brief break.

3. Administration

Approve the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy

11:46 AM Chair Menetrey reconvened the Board meeting.

Chris Ferbrache/Human Resources gave the staff report. No public comment. Board discussion ensued.

CLERICAL AMENDMENT: Strike "opioids" from page 4, second line, "C".

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

4. Administration

Adopt a Resolution of Intention to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Approve Publication of a Notice of Intention to Purchase Said Real Property.

Joe Lynch gave the staff report.

Public comment received by Chief Ward who noted he recognized that the facility will need quit a bit of repairs that would cost more, but noted it would be even more costly to completely relocate the fire department.

Mr. Lynch clarified no monies from general fund would be used, these will be MID settlement funds.

Board discussion ensued.

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

I. Closed Session

12:31 PM Chair Menetrey read the closed session item.

Public comment was received on Closed Session Item 1 from Mike Brusa, who noted the previous study (Guidehouse presentation) discussed challenges with the Brown Act.

12:37 PM Chair Menetrey recessed the Board into closed session.

1. Administration

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

Report Out

12:50 PM Chair Menetrey reconvened and reported that during the closed session, information was received, and direction was given.

J. Board Information

None.

K. Adjournment

12:51 PM Chair Menetrey adjourned the Board of Supervisors meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-288

MEETING: July 9, 2024
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 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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-289

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Budget Action Transferring Funds from the Workers Compensation Fund to the General Liability Fund in the Amount of \$150,000 (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from the Workers Compensation Fund to the General Liability Fund in the Amount of \$150,000 (4/5's Vote Required).

The Fiscal Year 2024 (FY24) budget as of May 22, 2024, has been approved as the Fiscal Year 2025 (FY25) budget, until a balanced FY25 budget can be brought to the Board, prior to August 7th, 2024. In most cases, that will allow for sufficient budget to conduct business until the new budget can be approved. In the case of the general liability fund, however, the liability insurance premium is increasing by 50%, utilizing all available additional funds that were budgeted in FY24. In order to conduct business as usual in the general liability fund and in anticipation of a \$75,000 settlement payment with BOP for Oak Fire debris removal expenses, we submit the attached budget action.

The workers compensation fund has accumulated additional resources thanks to careful worker safety management and disciplined contributions to support self-funding for workers compensation claims. The revised FY25 budget will account for the increased premium when approved.

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

We will be unable to pay the settlement payment for BOP or any legal fees for ongoing investigations and litigation typically covered by the general liability fund.

FINANCIAL IMPACT

No impact on the general fund. This will draw from workers compensation funds.

ATTACHMENTS

1. 7707 Budget Action 7.9.24

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
7706	100	60241	Workers Compensation			150,000
7706	100	80111	Transfer Out		150,000	
7707	100	49101	Transfer In		(150,000)	
7707	100	60318	Legal Professional Services		150,000	
				TOTALS	150,000	150,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR FY25

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-290

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Steven Ward, Division Chief
RE: Approve Donation of Aged and Excess Specialized Fire Safety Equipment and Protective Clothing to Clovis Unified Fire Technology Program

RECOMMENDATION AND JUSTIFICATION

Approve Donation of Aged and Excess Specialized Fire Safety Equipment and Protective Clothing to Clovis Unified Fire Technology Program

Mariposa County Fire has a long history of supporting and working with our local Mariposa Grizzly Fire Regional Occupational Program (ROP). This is to include donation of safety equipment and protective clothing, assisting with apparatus use, and support with our training facilities. Through Grizzly Fire, we have been made aware of a Career Technical Education (CTE) ROP program for Fire Technology in Clovis, which is in need of specialized fire safety equipment and protective clothing. Mariposa County Fire would like to donate the following excess, aged, and replaced safety equipment and protective clothing to this new program:

1. 25 Honeywell Self-Contained Breathing Apparatus (SCBA) packs valued at approximately \$37,000
2. 5 additional SCBA bottles - \$2500
3. Excess protective clothing such as various helmets, structural turnout, and wildland gear - \$10,000.00

The total estimated donated value is approximately \$49,500.00, and it is no longer needed for Mariposa County Fire or Grizzly Fire use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire has worked with the Grizzly Fire ROP program for many years, supplying the program with aged and excess fire equipment and clothing. However, when our local Grizzly program doesn't have a need for this excess equipment and clothing, County Fire would like to support other such programs through the donation of excess equipment and clothing. This allows for both program health and reduces the need to discard/destroy such excess.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not donate excess aged and replace equipment and clothing. Develop a plan to discard excess.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. D. Mavrikis CTE_ROP Emergency Response Pathway I

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

Dear Fire Chief of Mariposa County Fire Department & County Board of Supervisors,

Subject: Support Needed for Fire Tech Class Equipment

My Name is George D. Mavrikis, and I'm the new Instructor for the CTE/ROP Fire Technology for Clovis Unified School District. I have 30 years in the Fire Service (CAL FIRE). This program was established in 2010, to provide students that are interested in a career in the Fire Service. We are expanding our fire technology program to provide hands-on training and educational opportunities in fire safety and emergency response.

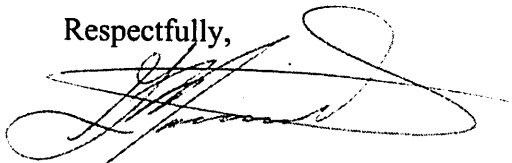
To ensure our students receive the best possible education, we are seeking donations to acquire essential equipment such as firefighting gear, such as turnout coats, turnout pants/bunkers, structure helmets, Self-Contain Breathing Apparatus (SCBA), simulation tools, and safety apparatus. These resources are crucial for practical training sessions that will prepare our students for careers in fire service and emergency management.

Your contribution will directly impact the learning experience of our students and help them develop the skills necessary to serve our community effectively. Any support you can provide, whether through equipment donations or financial contributions, will be greatly appreciated.

If you would like more information about our program or details on how to donate, please feel free to contact me at (559) 364-6082 or georgemavrikis@cusd.com

Thank you for considering this opportunity to support our fire tech class and invest in the future of our students.

Respectfully,



George D. Mavrikis
CTE/ROP Emergency Response Pathway Instructor
(Firefighting Technology)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-291

MEETING: July 9, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Alliance for Community Transformations in the Amount of \$242,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of \$242,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Alliance for Community Transformations (Alliance) will develop and maintain an early intervention program that provides evidence-based interventions. The program is aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. This program will provide treatment and other services and interventions, including relapse prevention to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including applicable negative outcomes that may result from untreated mental illness. Alliance will open a Family Resource Center that will seek to address gaps in services experienced by families, youth and children. The goal of the Family Resource Center is to improve access and linkage to treatment and services, strengthen the family system through parenting support and family activities, and increase wellness and resiliency for individuals.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the agreement for fiscal year 2023-2024 by Resolution #2023-356 on July 11, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, Mariposa County Health and Human Services Agency will be unable to move forward with the collaborative work for a targeted and underserved population within the County.

FINANCIAL IMPACT

There will be no financial impact on the General Fund.

ATTACHMENTS

1. Alliance for Community Transformation 2025-2026 (#1419)

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

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 Alliance for Community Transformations, 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 two (2) years, commencing on July 1, 2024, through and including June 30, 2026.

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 maximum compensation payable to Contractor under this agreement is not to exceed \$242,000. The annual payment shall not exceed \$121,000 per year based on rates as set for in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference.

County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$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 less than \$1,000,00 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:

Alliance for Community Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other 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

Miles Menetrey, Chair
Board of Supervisors

Jeremy Martinez, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A

SCOPE OF WORK

Mariposa County Behavioral Health and Recovery Services, operating through the Behavioral Health Division, will contract with Alliance for Community Transformation to implement an Early Intervention Program in accordance with the Mental Health Services Act.

1. Program Description and Purpose:

- A. CONTRACTOR shall develop, maintain, and document an early intervention program that addresses and promotes recovery through a Family Resource Center. This Early Intervention program is to provide treatment and other services and interventions, including relapse prevention to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including applicable negative outcomes that may result from untreated mental illness.
- B. CONTRACTOR will open a Family Resource Center that will seek to address gaps in services experienced by families, youth, and children. The Family Resource Center will be open Tuesdays through Saturdays, 12-7pm. Services will be held in a stand-alone office space, Ethos Youth Center, and North County. Services will also be available through online platforms to increase accessibility. Services offered include case management, parenting support, family activities, support groups, and transportation. The goal of the Family Resource Center is to improve access and linkage to treatment and services, strengthen the family system through parenting support and family activities, and increase wellness and resiliency for individuals.
- C. CONTRACTOR shall collaborate with the COUNTY Mental Health Services Act (MHSA) administrative staff on the development, implementation, and evaluation of the programs and services.

2. Background:

- A. In November 2004, California Voters passed Prop 63 also known as the Mental Health Services Acts (MHSA). The Act imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program. The MHSA programs are intended to increase access and services for underserved and unserved populations.
- B. Early Intervention Program is treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence.
- C. Early Intervention Program may include relapse prevention for individuals in recovery from a serious mental illness.
- D. The goal of this program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code (WIC) Section 5840, as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and

other family members.

- E. Negative outcomes listed in WIC include; suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.
- F. Early Intervention Program may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.

3. **Target Population**

- A. CONTRACTOR shall continue to target underserved and/or unserved children, transition-age youth, their families and/or caregivers.

4. **Objectives and Outcomes:**

- A. CONTRACTOR shall continue to develop and maintain an early intervention program that will provide evidence-based interventions. The program shall be aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.
- B. CONTRACTOR shall select, define, and measure appropriate indicators that are applicable to the early intervention program. Each early intervention program will measure one of the following:
 - 1. An increase in protective factors as indicated by surveys, and pre- and post-assessments.
 - Protective factors include: Coping skills, mindfulness or medication exercises, visualizations, increase in social networks, learning at home interventions, learning positive communication styles, increase in personal insight, identification of personal needs and values.
 - 2. A decrease in negative outcomes as indicated by surveys, and pre- and post- assessments.
 - Negative factors include: suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.
 - 3. An increase in level of connection, improvement in mental and emotional and relational functioning as measured by surveys and pre- and post-assessments.

5. **Program Design and Service Description:**

- A. CONTRACTOR shall adhere to all federal, state, and local laws, and regulations applicable to prevention programs.
- B. CONTRACTOR shall provide services in accordance with this contract, and prior to any changes, must have written approval of the Local Mental Health Director.
- C. CONTRACTOR shall provide culturally and linguistically appropriate services in all threshold languages.
- D. CONTRACTOR shall ensure programs and services are implemented to help

create access and linkage to treatment.

- “Access and Linkage to Treatment” means connecting children, adults, and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs.
- E. COUNTY shall accept referrals and linkages from CONTRACTOR.
- F. CONTRACTOR shall ensure programs and services are designed, implemented, and promoted in ways that improve timely access to mental health services for individuals and/or families from underserved populations.
- “Improving Timely Access to Services” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
- G. CONTRACTOR shall provide services in a convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organization, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
- H. CONTRACTOR shall ensure that programs and services are designed, implemented, and promoted using strategies that are non-stigmatizing and non-discriminatory. “Strategies that are non-stigmatizing and non-discriminatory” means promoting, designing, and implementing programs in a way that reduces and circumvents stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and making services accessible, welcoming, and positive.
1. These approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services; including but not limited to race and sexual orientation; co-illness and/or seeking mental health services. co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming family members; and employment of peers in a range of roles.
- I. CONTRACTOR shall provide the following programs and services:

1. Family Resource Center:

i. Case management

- Case Management will be provided for caregivers and at-risk youth. Case Managers will provide support, coaching, mentoring, and referrals to services for early intervention for mental illness. Will utilize Strengths Perspective Case Management as an evidence-based practice.

ii. Group Support

- Establish a LGBTQ+ Friends and Family Support Group to increase support for youth from caregivers and others. To prevent long-term impacts on their mental health will establish a grief group to increase peer support and a healthy outlet for grief. Offer a monthly social support group for those impacted by natural disasters.

iii. Educational Programming

- Caregivers will be offered the evidence-based program Nurturing Parenting, a family-centered trauma-informed program to build nurturing parenting skills. Childbirth education classes will be provided to support young families.

iv. Family Enrichment

- Family enrichment activities will be provided that could include: meals, story hour, crafts, special events, etc. All services will be offered in North County in person or online.

J. CONTRACTOR shall ensure services and programs are provided throughout the fiscal year, not accumulated until the end. Changes to the programs and services being provided must be within the scope of the mental health services act and only upon written approval of the Local Mental Health Director.

K. CONTRACTOR shall participate in stakeholder meetings no less frequently than once annually.

6. **Performance Management:**

A. CONTRACTOR shall ensure services are provided throughout the fiscal year, and report to the COUNTY, the number of individuals served each month.

1. CONTRACTOR shall report both the duplicated and unduplicated number of clients served each month.

B. CONTRACTOR shall manage the program to ensure data collection to support outcomes/indicators.

C. CONTRACTOR shall describe what outcomes/indicators will be used to measure the impacts of the programs and/or services to indicate a decrease in negative outcomes and an increase of protective factors.

1. An increase in protective factors as indicated by survey's and/or pre-and post-assessments.

i. Protective factors include: coping skills, mindfulness or medication exercises, visualizations, increase in social networks, learning at home interventions, learning positive communication styles, increase in

- personal insight, identification of personal needs and values.
2. A decrease in negative outcomes as indicated by survey's and/or pre- and post-assessments.
 - i. Negative outcomes include: suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their home.
- D. CONTRACTOR shall collect demographic data for all participants in each program.
- E. CONTRACTOR shall describe how outcomes will be achieved.
- F. CONTRACTOR shall ensure that each program is designed to collect outcome data that measure:
1. An increase in protective factors.
 2. A decrease in negative outcomes.
- G. CONTRACTOR shall provide the following outcomes and any additional outcomes collected for the Family Resource Center Programs:
1. Case Management:
 - i. An increase in confidence in accessing treatment and services.
 - ii. An increase in level of connection, improvement in mental, emotional and relational functioning, increased confidence to access treatment and services as measured by surveys.
 2. Group Support:
 - i. An increase in informal supports.
 - ii. An increase in ability to cope with stress, improvement in mental and emotional and relational functioning as measured by surveys.
 - iii. An increase in knowledge and parenting skills for those that participate in Nurturing Parenting.
 3. Educational Programming:
 - i. An increase in support and preparedness measured by pre- and post-assessments.
 4. Family Enrichment:
 - i. All activities will keep a sign-in sheet.
- H. CONTRACTOR shall report any additional outcomes collected.
- I. CONTRACTOR shall describe how outcomes will be collected and tracked on the monthly reporting form.
- J. CONTRACTOR shall report the number of referrals to County for ongoing Mental Health Services.
- K. CONTRACTOR shall report monthly to COUNTY on all data collected and any outcomes related to the indicators listed above.
- L. CONTRACTOR shall report annually to COUNTY on all data collected and any outcomes on indicators listed above, including a final report on the effectiveness of the program and/or services.
- M. CONTRACTOR shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

Exhibit B
COST PROPOSAL

1. 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.
- 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:
 - a) Mariposa Behavioral Health and Recovery Services
 - b) PO Box 99
 - c) Mariposa, CA 95338
- F. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.
 - 5. 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.

- G. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.
- H. The contract is not to exceed the amount of \$121,000 annually. CONTRACTOR will invoice MCBHRS monthly based on the group type or service provided.

Program	Target Population	Number of Participants	Total Cost Per Year
Family Resource Center	Families and/or Caregivers, Transitional-Aged Youth & Children	120	\$121,000
	Total	120	\$121,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

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 Mindful Insurance Solutions 2043 Anderson RD Suite C Davis CA 95616	CONTACT NAME: Michelle Winchell PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 E-MAIL ADDRESS: Alliance@mindfulins.com FAX (A/C, No):																					
INSURED Alliance for Community Transformations PO Box 2075 Mariposa CA 95338	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Philadelphia Insurance Companies</td><td>23850</td></tr><tr><td>INSURER B :</td><td>Insurance Company of the West (ICW)</td><td>27847</td></tr><tr><td>INSURER C :</td><td>Lloyds Of London</td><td>15792</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty and Surety Company of America (Crime Wra</td><td>31194</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Insurance Companies	23850	INSURER B :	Insurance Company of the West (ICW)	27847	INSURER C :	Lloyds Of London	15792	INSURER D :	Travelers Casualty and Surety Company of America (Crime Wra	31194	INSURER E :			INSURER F :		
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PHPK2573531	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			PHPK2573531	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			PHUB871336	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	Y	WSA 5072319 00	7/17/2023	7/17/2024	☒ PER STATUTE ☐ OTH-ER 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2573531	7/1/2023	7/1/2024	Limit: \$1,000,000 / 3,000,000	
A	Abusive Conduct Liability			PHPK2573531	7/1/2023	7/1/2024	Limit: \$1,000,000 / 1,000,000	

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

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of Subrogation further applies to Work Comp when required in written contract per policy provisions, conditions, and exclusions.

This Policy 'PHSD1808782' has Other Coverage 'D&O, EPLI, Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2023', Expiration Date: '07/01/2024'.

This Policy 'ESL0239665239' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '06/01/2023', Expiration Date: '07/01/2024'.

This Policy '105734268' has Other Coverage 'Crime-Fidelity/Employee Theft/Dishonesty/Forgery' With Limit '1,275,000'. Carrier: 'Travelers', Effective Date: '01/19/2024', Expiration Date: '01/19/2025'.

CERTIFICATE HOLDER**CANCELLATION**

County of Mariposa PO Box 905 Mariposa CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Mindful Insurance Solutions, Inc		NAMED INSURED Alliance for Community Transformations	
POLICY NUMBER PHPK2573531		PO Box 2075	
CARRIER Philadelphia Insurance Companies	NAIC CODE 23850	Mariposa, CA, 95338	
		EFFECTIVE DATE: 7/1/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or
Organization(s):** Mariposa County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-292

MEETING: July 9, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Second Amendment with Berliner Cohen, LLP Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$200,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Berliner Cohen, LLP Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$200,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 9, 2024, the Board approved the Berliner Cohen LLP, First Amendment for fiscal year 2023-2024, by Resolution 2024-132.

On May 16, 2023, the Board approved the initial Berliner-Cohen Attorneys at Law agreement for fiscal year 2023-2024, by Resolution 2023-266.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

There will be no financial impact on the General Fund.

ATTACHMENTS

1. Berliner Cohen 2024 A02
2. Berliner Cohen 2024 A01 - Res. 2024-132
3. Berliner Cohen 2024 - Res. 2023-266

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

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES, 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 Berliner Cohen LLP, hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 16, 2023, wherein Contractor agreed to provide legal services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated April 9, 2024, wherein County and Contractor agreed to increase the compensation to be provided to Contractor;

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

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

1. Paragraph 3, “COMPENSATION,” and Exhibit A are hereby amended to provide that an additional \$50,000 will be added to the amended amount of \$150,000, making the total compensation paid to Contractor the not to exceed amount of \$200,000.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to June 30, 2024. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2024, without there having been any interruption of the Agreement whatsoever.

Except as herein amended, the Agreement dated May 16, 2023, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Kimberly G. Flores, Attorney at Law
Berliner Cohen LLP

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

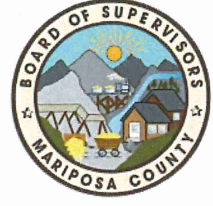
Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-132

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2023, the Board approved the initial Berliner-Cohen Attorneys at Law agreement for fiscal year 2023-2024, by Resolution 2023-266.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Berliner-Cohen Attorneys 2024 (A01)
2. Berliner-Cohen Attorneys at Law 2024 - Res. 2023-266

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

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT for LEGAL SERVICES is made and entered into this ____ day of _____, 201_, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Berliner-Cohen Attorneys at Law, hereinafter referred to as "**Contractor**".

WHEREAS, County and Contractor have heretofore entered into a Contract dated May 16, 2023, wherein **Contractor** agreed to provide Legal Services; and

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

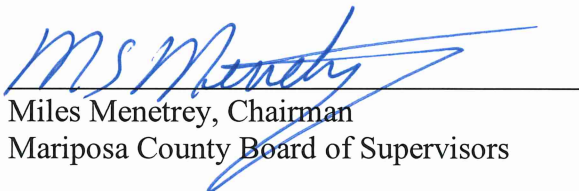
NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional \$50,000 will be added to the original contract price of \$100,000, making the total compensation paid to **Contractor** the not to exceed amount of \$150,000.

Except as herein amended, the agreement dated May 16, 2023, shall remain in full force and effect.

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

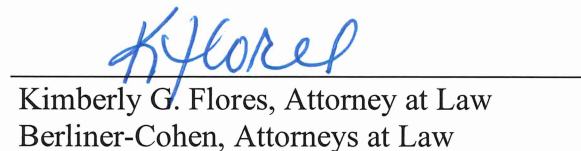
COUNTY OF MARIPOSA:


Miles Menetrey, Chairman
Mariposa County Board of Supervisors

ATTEST:

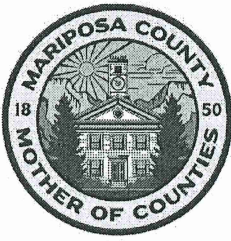

Danielle Bondshu
Clerk of the Board

CONTRACTOR:


Kimberly G. Flores, Attorney at Law
Berliner-Cohen, Attorneys at Law

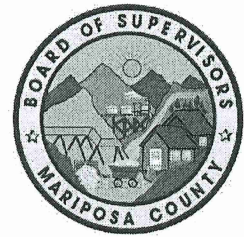
APPROVED AS TO FORM:


Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2023-266

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile Dependency Cases

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Berliner-Cohen Attorneys at Law, to represent Mariposa County Health and Human Services Agency (HHSA) in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate in an amount not to exceed \$100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement with Berliner-Cohen was approved through Resolution No. 2022-329 on June 7, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT:

There is sufficient funding in the HHSA Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:

Berliner Cohen Agreement 2024 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Shannon Poe, District II Supervisor

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe

EXCUSED: Miles Menetrey

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of May, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Berliner-Cohen Attorneys at Law hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

WITNESSETH:**1. TERM**

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform legal 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 \$100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Berliner-Cohen Attorneys at Law
2844 Park Ave
Merced, CA 95348

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA



~~Miles Menetrey, Chair~~ Wayne Forsythe Vice
Chair Board of Supervisors

COUNTERSIGNED:

(Government Code §25103)



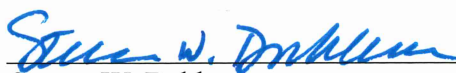
~~Danielle Bondshur~~ Tracy Gauthier
Deputy Clerk of the Board

CONTRACTOR



Kimberly G. Flores, Attorney at Law
Berliner-Cohen, Attorneys at Law

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services Agency is hiring the Contractor to provide legal services in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate. The Contractor will provide those legal services reasonably required to represent the County and will take reasonable steps to keep the County informed of any progress on any cases.

Exhibit B
COST PROPOSAL

Rate of Schedule

Kimberly G. Flores \$250/hour
Paralegal (s) \$150/hour

County will reimburse the cost of travel mileage accumulated by Contractor during this agreement. The reimburse rate for mileage is based on standard established by Internal Revenue Services. County will also reimburse the cost of hotel/lodging, meals, and training/conference registrations through advance approval by department supervisor and upon submission of original receipts.

The total cost is not to exceed \$100,000.



BERLCOH-01

BENNETTVIERHUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2023

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

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

PRODUCER NFP Property & Casualty Services, Inc. 160 West Santa Clara Street Suite 575 San Jose, CA 95113	CONTACT NAME: Maria Santiago		
	PHONE (A/C, No, Ext): (408) 792-5486	FAX (A/C, No): (408) 792-3670	
	E-MAIL ADDRESS: maria.santiago@nfp.com		
INSURED Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Citizens Insurance Company of America		31534
	INSURER B : Massachusetts Bay Insurance Company		22306
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 HNOA LIABILITY \$ Included
A	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			OBFA602953 09	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WDFA602950 09	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Professional Service Agreement; File No. 23315-003 and 007 - Per Written Contract/Agreement with the Named Insured.

Mariposa County Human Services Department is named Additional Insured as respects to General Liability per form 391-1006 08 16 attached. Form CIR attached.

CERTIFICATE HOLDER

CANCELLATION

Mariposa County
Human Services Department
P.O. Box 99
Mariposa, CA 95338

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: BERLCOH-01

BENNETTVIERHUS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233 Santa Clara	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms.

If you have any questions, please contact the undersigned.

**NFP Property and Casualty Services, Inc.
160 West Santa Clara Street, Suite #575
CA License #0F15715**

**TELEPHONE: 408.792.5400
FAX: 408.792.3670**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,



BERLCOH-01

BENNETTVIERHUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2023

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

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

PRODUCER NFP Property & Casualty Services, Inc. 160 West Santa Clara Street Suite 575 San Jose, CA 95113	CONTACT NAME: Maria Santiago	
	PHONE (A/C, No, Ext): (408) 792-5486	FAX (A/C, No): (408) 792-3670
	E-MAIL ADDRESS: maria.santiago@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Insurance Company of America	31534
INSURED Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233	INSURER B: Massachusetts Bay Insurance Company	22306
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY			OBFA602953 09	4/1/2023	4/1/2024	HNOA LIABILITY \$ Included
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR			OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 0						
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W DFA602950 09	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☐ N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Professional Service Agreement; File No.: 23315-005 - Per Written Contract/Agreement with the Named Insured.

Mariposa County Human Services Department is named Additional Insured as respects to General Liability per form 391-1006 08 16 attached. Form CIR attached.

CERTIFICATE HOLDER

CANCELLATION

Mariposa County
Human Services Department
P.O. Box 99
Mariposa, CA 95338

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: BERLCOH-01

BENNETTVIERHUS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233 Santa Clara
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms.

If you have any questions, please contact the undersigned.

NFP Property and Casualty Services, Inc.
160 West Santa Clara Street, Suite #575
CA License #0F15715

TELEPHONE: 408.792.5400
FAX: 408.792.3670

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-293

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2024 to Pay Expenses Through Year End (\$235,073)(4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2024 to Pay Expenses Through Year End (\$235,073)(4/5th Vote Required).

This budget action increases Behavioral Health Department 402 client treatment appropriations and decreases excess salary appropriations. Client treatment expenses charged to Department 402 have exceeded the estimated budget for FY23-24, and salary expenses have been less than estimated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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 FY23-24.

FINANCIAL IMPACT

There is no impact to the County General Fund. This budget action increases Behavioral Health Department 402 client treatment appropriations by \$235,073 and decreases excess salary appropriations by \$235,073. There is no net change in the Department 402 budget.

ATTACHMENTS

1. 2024 End of the year Mental Health Budget Action #2 20240624

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

BUDGET ACTION FORM

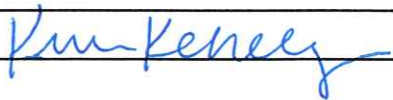
FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	49101	Transfer In - General			(18,258)
1001	402	60541	Client - Medical Professionals			18,258
3393	402	60541	Client - Medical Professionals		18,258	
3393	402	80111	Transfer Out - General			18,258
1001	402	51112	Extra Help			120,219
1001	402	51115	Overtime			16,076
1001	402	51207	Standby- Call Back			14,088
1001	402	52201	Medical - Active Employees			66,432
1001	402	60543	Client - Treatment Facilities		216,815	
2024 End of the year Mental Health Budget Action #2 20240624						
TOTALS					235,073	235,073

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE		DATE	6/26/24
AUDITOR SIGNATURE		DATE	
COUNTY ADMINISTRATIVE OFFICER SIGNATURE		DATE	
APPROVED BY RES NO.	CLERK	DATE	

DEPARTMENT	AUDITOR'S USE ONLY BA #
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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-294

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Jeremy Brieze, Sheriff
RE: Approve an Agreement with Stanislaus County Sheriff's Office Coroner Division in the Amount of \$100,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Stanislaus County Sheriff's Office Coroner Division in the Amount of \$100,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriffs' Office has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced staff as well as state-of-the-art tools and equipment to perform forensic pathology services with respect to post-mortem examinations and autopsies of deceased persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved the past agreements since 2007.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office will have to seek alternative sources for these services, that may be at a much higher cost.

FINANCIAL IMPACT

None, these funds have been requested in the FY25 budget.

ATTACHMENTS

1. Stanislaus County Coroners Office 24-25 for board approval

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

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This Agreement for Forensic Pathology Services (the "Agreement") is made and entered into this July 1, 2024, by and between Stanislaus County for the benefit of its Sheriffs Department, Coroner's Division ("Contractor"), and the County of Mariposa for the benefit of its Sheriff's Office, Coroner's Division ("County"). The Contractor and the County may be referred to herein individually as a "Party" or collectively as the "Parties".

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 and has agreed to provide such services; and

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 Stanislaus 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, 2024 ending June 30, 2025, 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 terms 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 term 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:

Lt Jonathan Howard
Chief Deputy Coroner
Stanislaus County Sheriff's Department
Coroner Division
921 Oakdale Road
Modesto, CA 95355
(209) 567-4480

For County:

Jeremy Brieze
Sheriff
Mariposa County Sheriff's Department
5099 Old Highway N
Mariposa, CA 95338
(209) 966-3615

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 attorney(s) 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

COUNTY OF MARIPOSA

By: _____
Jeff Dirkse
Sheriff-Coroner

By: _____
Miles Menetry
Chairman, Board of Supervisors

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

COUNTY OF MARIPOSA

By: _____
Jesus Mendoza
Deputy County Counsel

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
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 their own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.
11. Contractor may employ at their 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. \$2,400.00 per autopsy for the first one hundred (100) autopsies per contract year; and \$2,700.00 for each autopsy in excess of one hundred (100) autopsies per contract year.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$100,000.00 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. \$534.00 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 \$119.00 per hour.
4. \$120.00 a day storage fee for all cases brought in for storage only, with a maximum fee of \$675.00 per case.

5. Contractor shall be paid at the rate of \$300.00 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 \$300.00 per hour.
6. Contractor shall be compensated at a rate of \$800.00 per inspection or medical record review.
7. Contractor shall be compensated at a rate of \$500.00 per Rapid DNA sample analysis with a minimum of two samples or \$1,000.00 total minimum charges.
8. Contractor shall be compensated at a rate of \$1,075.00 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 2024-295

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Approve an Agreement with Axon Enterprise, Inc. in the Amount of \$311,863.73 for Body Worn Cameras; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Axon Enterprise, Inc. in the Amount of \$311,863.73 for Body Worn Cameras; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The body worn camera program master services agreement is sixty months (60) year maintenance and data storage agreement. The agreement includes ongoing customer support and protected storage of digital evidence for court use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has continued to support proactive advancements in technology for increased public safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not support this Agreement, the Sheriff's Office will be forced to abandon the bodyworn camera program and will rely on audio and digital photographs only.

FINANCIAL IMPACT

These funds have been requested in the requested budget for FY25 and will continue to be requested in future budget requests.

ATTACHMENTS

1. Axon 24-29 Agreement for board approval

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

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



Master Services and Purchasing Agreement for Customer

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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative**. AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
-



Master Services and Purchasing Agreement for Customer

21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-572595-45442.911KP

Issued: 05/30/2024

Quote Expiration: 08/15/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 319176

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mariposa County Sheriff's Office - CA 5099 Old Hwy N Mariposa, CA 95338-2430 USA	Mariposa County Sheriff's Office - CA PO Box 276 Mariposa CA 95338-0276 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Mike Charman Phone: (209) 966-3615 Email: mcharman@mariposacounty.org Fax: (209) 742-5090

Quote Summary

Program Length	60 Months
TOTAL COST	\$302,304.00
ESTIMATED TOTAL W/ TAX	\$311,863.73

Discount Summary

Average Savings Per Year	\$35,972.88
TOTAL SAVINGS	\$179,864.39

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$62,860.80	\$1,911.95	\$64,772.75
Aug 2025	\$59,860.80	\$1,911.95	\$61,772.75
Aug 2026	\$59,860.80	\$1,911.95	\$61,772.75
Aug 2027	\$59,860.80	\$1,911.95	\$61,772.75
Aug 2028	\$59,860.80	\$1,911.93	\$61,772.73
Total	\$302,304.00	\$9,559.73	\$311,863.73

Quote Unbundled Price:	\$482,168.39
Quote List Price:	\$428,129.99
Quote Subtotal:	\$302,304.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	80	60	\$41.36	\$33.80	\$27.39	\$131,472.00	\$8,338.29	\$139,810.29
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	\$73.05	\$36.07	\$36.07	\$17,313.60	\$1,221.44	\$18,535.04
A la Carte Hardware									
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46			\$269.00	\$0.00	\$0.00	\$0.00	\$0.00
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1			\$2.99	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	77			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	3			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	60		\$10.85	\$10.85	\$29,946.00	\$0.00	\$29,946.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	60		\$0.65	\$0.65	\$46,800.00	\$0.00	\$46,800.00
ProLicense	Pro License Bundle	13	60		\$43.40	\$43.33	\$33,797.40	\$0.00	\$33,797.40
BasicLicense	Basic License Bundle	41	60		\$16.27	\$16.25	\$39,975.00	\$0.00	\$39,975.00
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$302,304.00	\$9,559.73	\$311,863.73

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	77	1	08/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	08/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	08/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	85	1	08/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	4	1	08/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	85	1	08/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	4	1	08/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	8	1	08/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	08/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	08/01/2024
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46	1	08/01/2024
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1	1	08/01/2024
A la Carte	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46	1	08/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	02/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	82	1	02/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	08/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	82	1	08/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	41	09/01/2024	08/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	41	09/01/2024	08/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	39	09/01/2024	08/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	13	09/01/2024	08/31/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	09/01/2024	08/31/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	09/01/2024	08/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	08/01/2025	08/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	80	08/01/2025	08/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	08/01/2025	08/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5099 Old Hwy N	Mariposa	CA	95338-2430	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Upfront	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46	\$0.00	\$0.00	\$0.00
Upfront	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1	\$0.00	\$0.00	\$0.00
Upfront	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46	\$0.00	\$0.00	\$0.00
Upfront	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$3,000.00	\$0.00	\$3,000.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	\$5,989.20	\$0.00	\$5,989.20
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	\$9,360.00	\$0.00	\$9,360.00
Year 1	BasicLicense	Basic License Bundle	41	\$7,995.00	\$0.00	\$7,995.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,462.72	\$244.29	\$3,707.01
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	80	\$26,294.40	\$1,667.66	\$27,962.06
Year 1	H00001	AB4 Camera Bundle	77	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
Total				\$62,860.80	\$1,911.95	\$64,772.75

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	\$5,989.20	\$0.00	\$5,989.20
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	\$9,360.00	\$0.00	\$9,360.00
Year 2	BasicLicense	Basic License Bundle	41	\$7,995.00	\$0.00	\$7,995.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,462.72	\$244.29	\$3,707.01
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	80	\$26,294.40	\$1,667.66	\$27,962.06
Year 2	H00001	AB4 Camera Bundle	77	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
Total				\$59,860.80	\$1,911.95	\$61,772.75

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	\$5,989.20	\$0.00	\$5,989.20
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	\$9,360.00	\$0.00	\$9,360.00
Year 3	BasicLicense	Basic License Bundle	41	\$7,995.00	\$0.00	\$7,995.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,462.72	\$244.29	\$3,707.01
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	80	\$26,294.40	\$1,667.66	\$27,962.06
Year 3	H00001	AB4 Camera Bundle	77	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
Total				\$59,860.80	\$1,911.95	\$61,772.75

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	\$5,989.20	\$0.00	\$5,989.20
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	\$9,360.00	\$0.00	\$9,360.00
Year 4	BasicLicense	Basic License Bundle	41	\$7,995.00	\$0.00	\$7,995.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,462.72	\$244.29	\$3,707.01
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	80	\$26,294.40	\$1,667.66	\$27,962.06
Year 4	H00001	AB4 Camera Bundle	77	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
Total				\$59,860.80	\$1,911.95	\$61,772.75

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	\$5,989.20	\$0.00	\$5,989.20
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	\$9,360.00	\$0.00	\$9,360.00
Year 5	BasicLicense	Basic License Bundle	41	\$7,995.00	\$0.00	\$7,995.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$3,462.72	\$244.28	\$3,707.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	80	\$26,294.40	\$1,667.65	\$27,962.05
Year 5	H00001	AB4 Camera Bundle	77	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
Total				\$59,860.80	\$1,911.93	\$61,772.73

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is a renewal of contract #00059861.

BWC hardware contained in this quote at \$0 is considered a TAP refresh of the renewed contract. All TAP obligations of that contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

5/30/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/06/2024

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B: Hartford Ins Co of the Midwest</td><td>37478</td></tr><tr><td>INSURER C: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B: Hartford Ins Co of the Midwest	37478	INSURER C: Hartford Fire Insurance Co.	19682	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570106215719 **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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY			NGO0001132 SIR applies per policy terms & conditions	08/01/2023	08/01/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X	see Prod Liab info att'd						MED EXP (Any one person)	\$50,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
		POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
		OTHER: Xc1 Prod/Comp Ops						PRODUCTS - COMP/OP AGG	Excluded
								Per Occ SIR	\$1,000,000
C		AUTOMOBILE LIABILITY			59 UEN FN6060	09/30/2023	08/01/2024	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)	
A	X	UMBRELLA LIAB			UNO0000164	08/01/2023	08/01/2024	EACH OCCURRENCE	\$9,000,000
		EXCESS LIAB						AGGREGATE	\$9,000,000
		DED ☐ RETENTION ☐							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WEAC056D	09/27/2023	08/01/2024	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

County of Mariposa is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Mariposa
PO Box 276
Mariposa CA 95338 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

570106215719

Certificate No :





MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District 2024-004

MEETING: July 9, 2024

TO: The Board of Supervisors

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

RE: Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required).

BACKGROUND AND HISTORY OF BOARD ACTIONS

This grant award is for related expenses necessary to assist with the implementation of AB 617 Community Air Protection Incentives. The State of California adopted Senate Bill (SB) 856 (Chapter 30, Statutes of 2018) to continue the Community Air Protection Funds Program and reduce emissions in communities most heavily burdened by air pollution, in support of the Community Air Protection Program adopted by AB 617. The District has been offered up to \$135,151.18 in funding, of which: \$118,257.28 are dedicated to Project Funds and \$16,893.90 are available for implementation / administration. The District plans to use the funds to pay for projects already approved and working in other parts of the state.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the grant agreement and forego the grant funding opportunity.

FINANCIAL IMPACT

There will be no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3484-457.

ATTACHMENTS

1. Signed G-21-MCAP 11 Mariposa
2. FY 2425 Budget Action G21-MCAP-11

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

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 5 (Fiscal Year 21/22)		GRANT NUMBER G21-MCAP-11
GRANTEE NAME Mariposa County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 135,151.18	
START DATE: 5/15/2022	END DATE: 6/30/2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Project Funds – \$118,257.28
Implementation Funds – \$16,893.90
Total Grant Award – \$135,151.18
SB 535 Funding Target – \$0.00
AB1550 Funding Target – \$106,431.55

Exhibit A – General Terms and Conditions

Special Terms and Conditions – Grant is contingent on CARB receipt of a Board Resolution or Minute Order consistent with CAP Guidelines.

In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-22 GGRF funds allocated under this grant in the amount of \$33,787.79 shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB. The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE	TITLE Eric Sargent Air Pollution Control Office	DATE 6/30/22
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion St (P.O. Box 5), Mariposa, CA 95338	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$135,151.18	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$ 135,151.18	(OPTIONAL USE) FY21 GGRF \$101,363.39 upon grant execution and \$33,787.79 after 4 th quarter Cap-and -Trade auction.		CHAPTER 240
APPR REF 102	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	STATUTE 2021 SB-170
		SERVICE LOCATION 50020	FISCAL YEAR (ENY) 2021
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: Dana Grubaugh			DATE June 2, 2022

California Air Resources Board
Fiscal Year 2021-2022 – AB 617 Community Air Protection (CAP) Incentives
GRANT AGREEMENT

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
 - a. In accordance with Assembly Bill (AB) 129, section 15.14, 25 percent of the Fiscal Year 2021-2022 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
 - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
 - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
 - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3484	457	45063	G21-MCAP-11/State Revenue		(135,151)	
3484	457	51111	Salaries		10,981	
3484	457	52101	Retirement-Employer		1,713	
3484	457	52201	Medical Insurance		1,446	
3484	457	52202	Dental Insurance		105	
3484	457	52203	Vision Insurance		96	
3484	457	52205	Life Insurance		58	
3484	457	52208	Medical Insurance Admin Fee		42	
3484	457	52301	Social Security		1,162	
3484	457	52302	Medicare		829	
3484	457	52303	SDI		462	
3484	457	60201	Misc. Expense		118,257	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE 	DATE 6/25/24
AUDITOR SIGNATURE	DATE
COUNTY ADMINISTRATIVE OFFICER SIGNATURE	DATE
APPROVED BY RES NO.	CLERK
	DATE

DEPARTMENT	AUDITOR'S USE ONLY BA #
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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-296

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Jeremy Brieze, Sheriff
RE: Adopt a Resolution Ratifying the July 5th, 2024, Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency due to the French Fire

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Ratifying the July 5th, 2024, Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency due to the French Fire.

On July 4th, 2024, the French Fire ignited in Mariposa County off of Grosjean Road and Alta Vista Road. It has burned over 843 acres and continues to burn within Mariposa County.

On July 5th, 2024, Sheriff Jeremy Brieze, in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency. Mariposa County has been issued the Fire Management Assistant Grant (FMAG).

Pursuant to Government Code Section 8630, whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Governing Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Do not ratify, and the County may not be eligible for reimbursement of costs associated with this emergency.

ATTACHMENTS

1. French Fire Formal
2. Signed - Proclamation - JB

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

MARIPOSA COUNTY RESOLUTION NO. 24-

**A RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND
REQUESTING STATE AND/OR FEDERAL RESOURCES TO ASSIST WITH
RECOVERY EFFORTS DUE TO THE FRENCH FIRE**

WHEREAS, Section 8630 of the Government Code mandates that a local emergency may be proclaimed by the governing body of a local agency, or, if it has been previously declared by an official designated by the governing body, such local emergency must be ratified within 7 days by the governing body of the local agency; and

WHEREAS, the French Fire ignited on Thursday, July 4, 2024, and has burned more than 843 acres within Mariposa County and continues to burn; and

WHEREAS, the French Fire has destroyed no less than three residential structures; and

WHEREAS, residents and visitors have been evacuated due to these incidents, with more evacuations expected; and

WHEREAS these conditions are beyond the control of the services, personnel, equipment, and facilities of said County; and

WHEREAS, the County of Mariposa has already deployed available resources in response to the fire and associated evacuations, security, and so forth; and

WHEREAS, a Fire Management Assistance Grant (FMAG) has already been issued by the Federal Emergency Management Agency; and

WHEREAS, the County of Mariposa is seeking financial assistance from the California Office of Emergency Services Director or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that a local emergency now exists throughout Mariposa County and the prior Proclamation of Emergency issued by the Director of Emergency Services is hereby ratified; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, by ordinances, and by resolutions of Mariposa County approved by the Board of Supervisors; and

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Mariposa for the purpose of assessing damage within Mariposa County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the authorized representative for public assistance, and the Director of Emergency Services, or his designee, is hereby designated as the authorized representative for individual

assistance of the County of Mariposa for purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 9th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

DANIELLE BONDSHU
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

**PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING STATE
AND/OR FEDERAL RESOURCES TO ASSIST WITH RECOVERY EFFORTS**

WHEREAS, Section 8630 of the Government Code and Chapter 2.80 of the Mariposa County Code empower the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session; and

WHEREAS, the French Fire ignited on Thursday, July 4, 2024, and has burned more than 843 acres within Mariposa County and continues to burn; and

WHEREAS, the French Fire has destroyed no less than 3 residential structures; and

WHEREAS, residents and visitors have been evacuated due to these incidents with more evacuations expected; and

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of said County; and

WHEREAS, the County of Mariposa has already deployed available resources in response to the fire and associated evacuations, security, and so forth; and

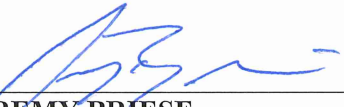
WHEREAS, a Fire Management Assistance Grant (FMAG) has already been issued by the Federal Emergency Management Agency; and

WHEREAS, the County of Mariposa is seeking financial assistance from the California Office of Emergency Services Director or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, and by ordinances and resolutions of this County; and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Mariposa.

Dated: July 5th 2024

By: 
JEREMY BRIESE
Director of Emergency Services

ATTEST:

APPROVED AS TO LEGAL FORM:


DANIELLE BONDSHU
Clerk of the Board


STEVEN W. DAHLEM
County Counsel



MARIPOSA COUNTY

Board of Supervisors



MEETING: July 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Discussion and Possible Direction Regarding Final Organizational and Operational Review Recommendations from Guidehouse Inc.

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding Final Organizational and Operational Review Recommendations from Guidehouse Inc.

Representatives from Guidehouse Inc have conducted interviews, surveys, and comparable county research over the course of the last six months. They will be presenting their resulting findings and recommendations during the meeting.

As noted in prior board items on this topic, the scope of work for the study includes the following:

- A detailed study of each department's structure and function.
- Study and diagramming of cross-departmental workflows.
- Identification of methods for more efficient and effective service delivery.
- Analysis of the relationship and accountability between the Board and department heads.
- Identification of performance measures for internal and external use.
- Recommendation of ideal organizational structures.
- Recommendations for streamlining mandated and non-mandated services.
- A final report with sufficient data to justify recommendations.
- Periodic updates to the Board and a presentation of the final results.

It is important to note that this study is not intended to reduce the number of positions in the County. Instead, it aims to ensure that staff are able to focus on delivering the highest priority services for our community in the best possible way. By eliminating some lower priority services and evaluating the best way to organize ourselves, it is anticipated that the recommendations from this study will make it easier for staff to address priorities that make life better for everyone in Mariposa County. Objective 3.1 of the existing Mariposa County Strategic Plan directs staff to, "review and optimize business processes and organizational structure."

BACKGROUND AND HISTORY OF BOARD ACTIONS

January 9, 2024: Resolution 24-24: Approve an Agreement with Guidehouse, Inc. to Provide Organizational and Operational Review Services in an Amount Not to Exceed \$200,000; and Authorize

the Board of Supervisors Chair to Sign the Agreement

March 19, 2024: Discussion and Direction Regarding the Countywide Operational and Organizational Review

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

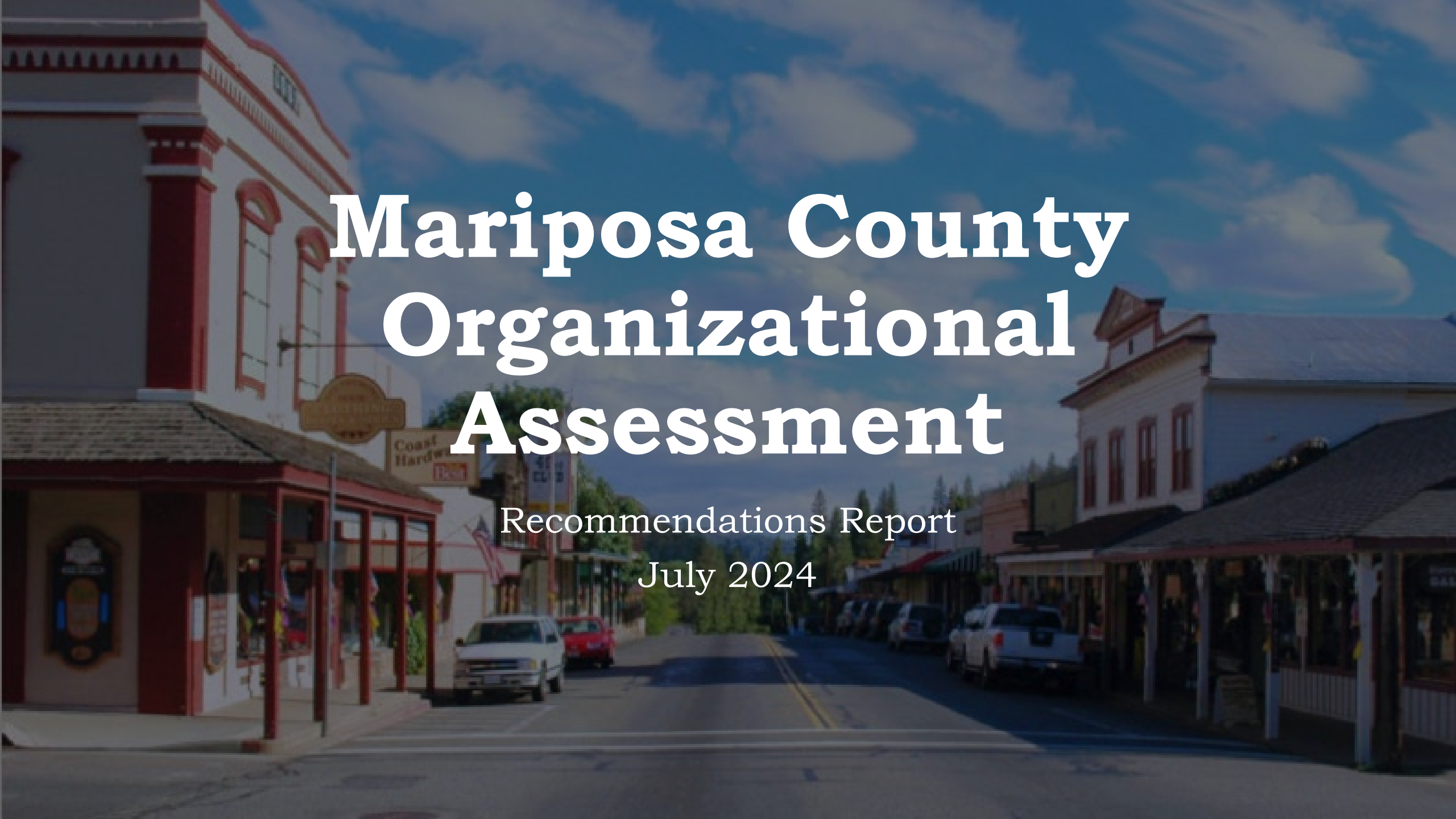
No action requested

FINANCIAL IMPACT

None for this agenda item

ATTACHMENTS

1. Mariposa Recommendations Report_2024.07.09
2. Judy - Guidehouse_Redacted
3. H-2 Guidehouse Linda- Redacted
4. Guidehouse Power-Point



Mariposa County Organizational Assessment

Recommendations Report

July 2024

A photograph of two people from behind, looking out over a vast mountain landscape under a soft, hazy sky. The person on the left has long, wavy blonde hair and is wearing a dark blue sweatshirt with white lettering. The person on the right has long, wavy brown hair and is wearing a mustard-colored, textured knit sweater. The mountains in the background are layered and hazy, with some peaks catching the light.

About This Report

- Executive Summary
- Structure Recommendations
- Operations Recommendations
- People Recommendations
- Next Steps
- Appendix

Proprietary and competition sensitive. For internal use only. Draft and confidential.



Executive Summary

Project Overview



Desired Outcomes



Provide the first, holistic review of structure, functions, and operations



Streamline and enhance County operations and services



Improve collaboration and trust between the Board and departments

Methodologies



Interviews



Employee Survey



Workload analysis



Best Practices Research



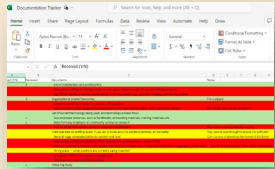
Future State Process Mapping and Organizational Design Workshops

Inputs for Analysis



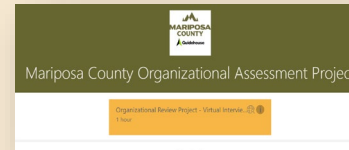
Data, information, and ideas were gathered and analyzed through several methodologies.

Documentation Reviewed



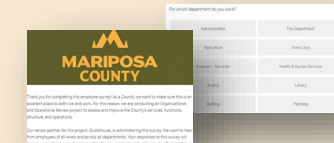
Provided data covered organizational charts, major project reports, and past employee and community surveys.

Summary of Interviews



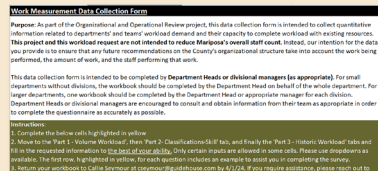
Conducted **64** interviews with **5** Board Members, **18** Department Heads, and **41** directors, managers and staff members.

Employee Survey



Received **251** total survey responses, including from part-time employees and volunteers. **225** were from full time employees (**49% of full-time employees**).

Workload Analysis



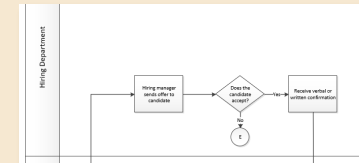
Received workload measurement forms from **12 Departments** covering **76%** of the County's fulltime and part-time staff.

Best Practices Research



Identified **8** counties and **6** case studies to identify relevant structural and operational best practices.

Process Mapping



Created **22** current and future state process maps to identify opportunities for improvement.

Organizational Framework



The desired outcome of this project is to **streamline and enhance County operations and services** for current and future needs. To achieve this, we have assessed and provided recommendations on the core aspects of an organizational operating model.

Operating Model

People	Structure	Ways of Work
Culture	Governance	Operating Rhythms
Capabilities	Org Structure, Spans, Layers	Performance Management
Talent Processes	Systems and Technology	Resource and Risk Mgmt.

Peer Research Overview



A CEO (or 'Strong CAO') model and consolidated services are common in other counties.

#	County	Population	CAO Structure	Financial Services & Audit	Consolidated Planning, Building, & Code	Other Administration Functions (Sub Departments)
1	Mono County, California	13,291	Strong CAO	Combined – Office of Finance	Consolidated	Risk, Human Resources
2	Mariposa County, California	17,131	Weak CAO	Separated - Audit Office & Budget team	Separated	Budget, Information Services, Human Resources
3	Inyo County, California	19,016	Weak CAO	Combined – Audit Office	Separated	IT, Information Services, Human Resources, Purchasing, Risk
4	Tuolumne County, California	55,620	Strong CAO	Separated - Accounting & Revenue	Consolidated	OES, Human Resources, IT, and Homelessness Services
5	Madera County, California	160,256	Moderate CAO*	Combined – Audit Office	Consolidated	General Services, Budget, Grants, 311, Purchasing, Risk, Central Garage
7	Yolo County, California	222,115	Moderate CAO*	Separated - Financial Services & Audits	Consolidated	Clerk of the Board, Econ Dev, HR, Intergovernmental Relations, OES, Public Info, Tribal Affairs
8	Merced County, California	290,014	Strong CAO	Combined – Audit Office	Consolidated	IT, Purchasing, GIS
9	Adams County, Colorado	414,969	Strong CAO	Separated - Budget & Finance	Consolidated	IT, HR, Strategic Initiative Teams, Animal Shelter, Air & Space and People and Culture

*Oversees some departments

Current State Key Takeaways



Focus Area	Identified Challenges
Governance	• Several pain points in the County align to common challenges within a limited-authority CAO structure • Strategic plan ownership is not clearly defined or consistent
Development Services	• Delays and other obstacles in cross-departmental workflows such as permitting • Operations and staff have struggled under leadership changes
Financial Reporting	• Financial reporting processes and controls are significantly impacting all departments • Cross-departmental workflows are also a challenge
Administrative Services	• Attracting talent, the hiring process, and training are common pain points • Software and IT needs are continuing to evolve as the County modernizes • The budget process is challenging across departments and impacting the County
Performance Management	• Lack of data, KPIs, and a robust performance management process has made it challenging to measure performance across all levels

Future State Changes



Recommended changes include adopting a ‘Strong CAO’ governance model and consolidating departments and teams to create greater efficiencies and streamline leadership

Category	Structural Change	Improvement
Governance	‘Strong CAO’ Structure	• Realign most departments to report through the CAO to simplify direction and leadership structure for most departments • Improve County’s ability to track and manage performance of departments, given challenges presented by the Brown Act • Reduce siloes between departments separately reporting to the Board for decisions and administrative direction
Governance	ACAO oversight of internal and partner services	• Ensure appropriate span-of-control to set CAO and departments up for success, in which some departments report to an ACAO • Departments will still be able to communicate across departments for any process flow needs
Human Resources	Consolidation of HR departments	• Consolidate both HR teams to more evenly distribute HR responsibilities across County departments • Workflow alignment between the County’s two HR teams to create efficiencies
Audits	Benefits Administration and Purchasing	• Shift non-related functions that have historically ended up in the Auditor’s Office to Internal Services to remove impediments to auditing work
Development Services	Establish a Development Services Department, to include Building, Planning, and Environmental Health	• Unify these departments and teams under one Department Head to provide unified leadership and alignment on workflows, service delivery, and future technologies • Streamline inspections by including Fire Inspector in the new Development Services Department • Incorporate County Surveyor in new department due to strong overlap in functions and expertise

Improving Operations



As-is and to-be process mapping was conducted with a focus on Administrative and Development Services processes to create the greatest impact for all departments and support the teams that will experience the most structural changes.

Category	Improvements
Human Resources	Hiring & onboarding process standardized and streamlined
Information Technology	IT Purchasing updated to better utilize resources and in-house expertise as the County modernizes
Development Services	Code Compliance processes mapped across Planning, Environmental Health, and Building to create alignment and prepare for Tyler implementation
Development Services	Permitting and inspections processes mapped across Planning, Environmental Health, and Building to create alignment and prepare for Tyler implementation
Governance	Recommendations provided to establish key performance indicators (KPIs) for departments and a performance management process
Governance	Recommendations provided to improve performance management at the staff level, including setting goals, establishing feedback loops, providing recognition, and tracking performance

Anticipated Benefits



The recommendations in this report are aimed at addressing current challenges in the County to improve operations and the customer and employee experience.

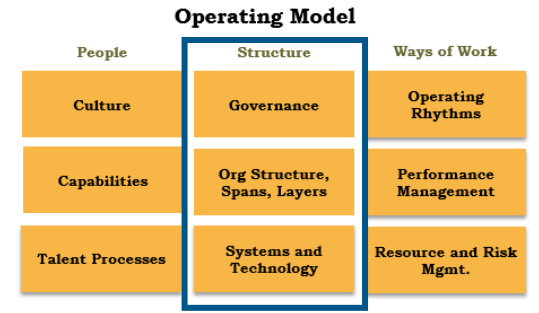
Mariposa Staff Benefits

- Improved coordination of services due to consolidation of similar teams
- Streamlined processes reducing unnecessary steps and manual tasks
- Improved vision and direction for departments
- Structured performance management to ensure issues are identified and addressed early
- Improved staff goal setting, feedback loops, and development

Mariposa Public Benefits

- Unified and improved processes for inspections and permits
- More efficient and effective county operations at no anticipated major increase in costs
- Clearer accountability for county operations
- Greater focus on customer services due to formal performance measures
- Improved budget management practices

Recommendations

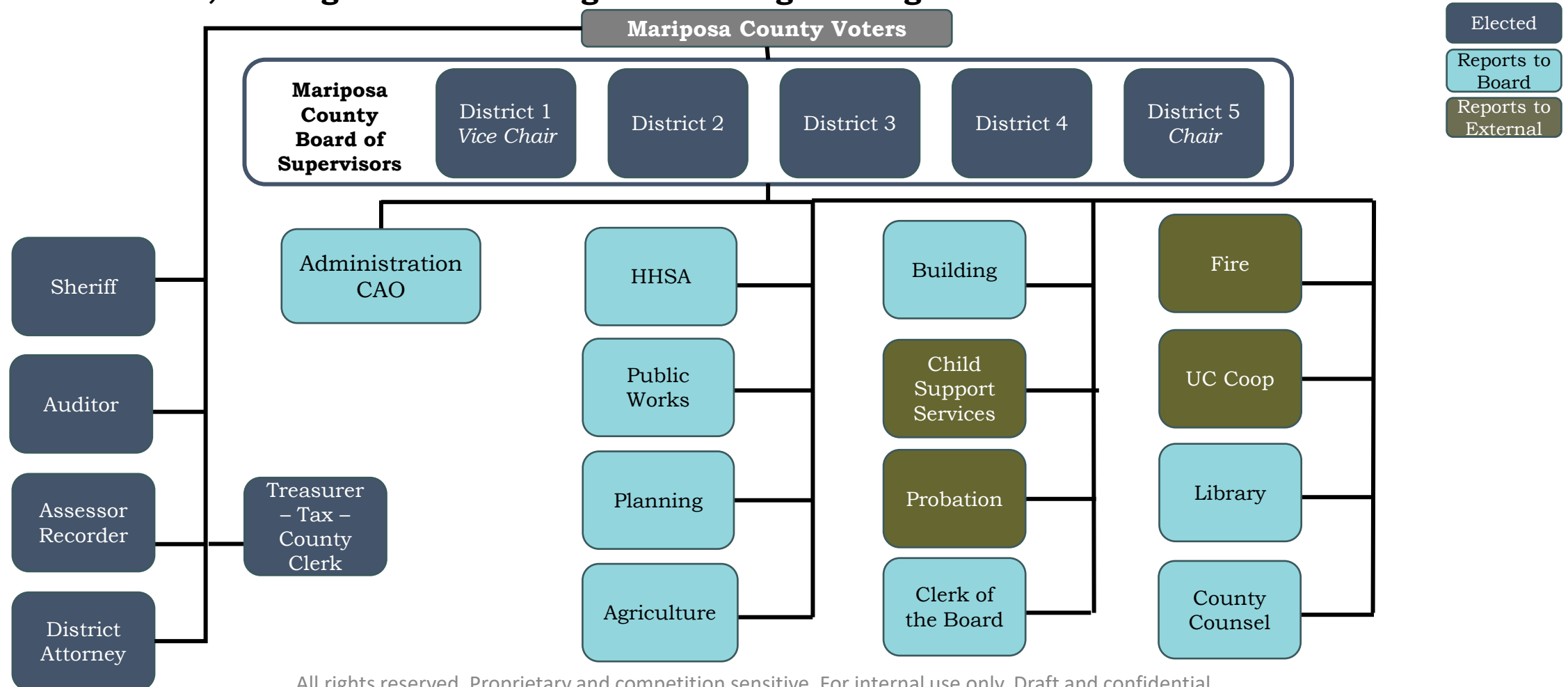


Recommendations: Structure

Current County Structure



Mariposa currently has a 'Divisional' organizational structure with all departments reporting to the Board and a 'Weak' CAO that oversees just Admin. **This structure lends itself to siloes, redundancies, and significant challenges in oversight and governance.**



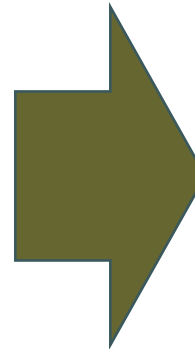
Governance Structure



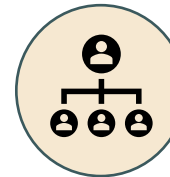
A new Governance Structure centered on a ‘Strong CAO’ model is recommended to address key challenges identified in the current-state assessment.

Why the proposed structure?

- Due to Brown Act limitations, it is **difficult for Supervisors to actively track and manage performance of departmental operations.**
- Similarly, departments have struggled to get direction and support from five separate individuals.
- **76%** of California counties have adopted a ‘Strong CAO/CEO’ structure as their operating model, in which the CAO has more authority over the operations of County departments (*Guidehouse Analysis*).
- **75%** of all Western counties have a County Administrator with a high level of authority (*NACo Report*).



Summary of Changes

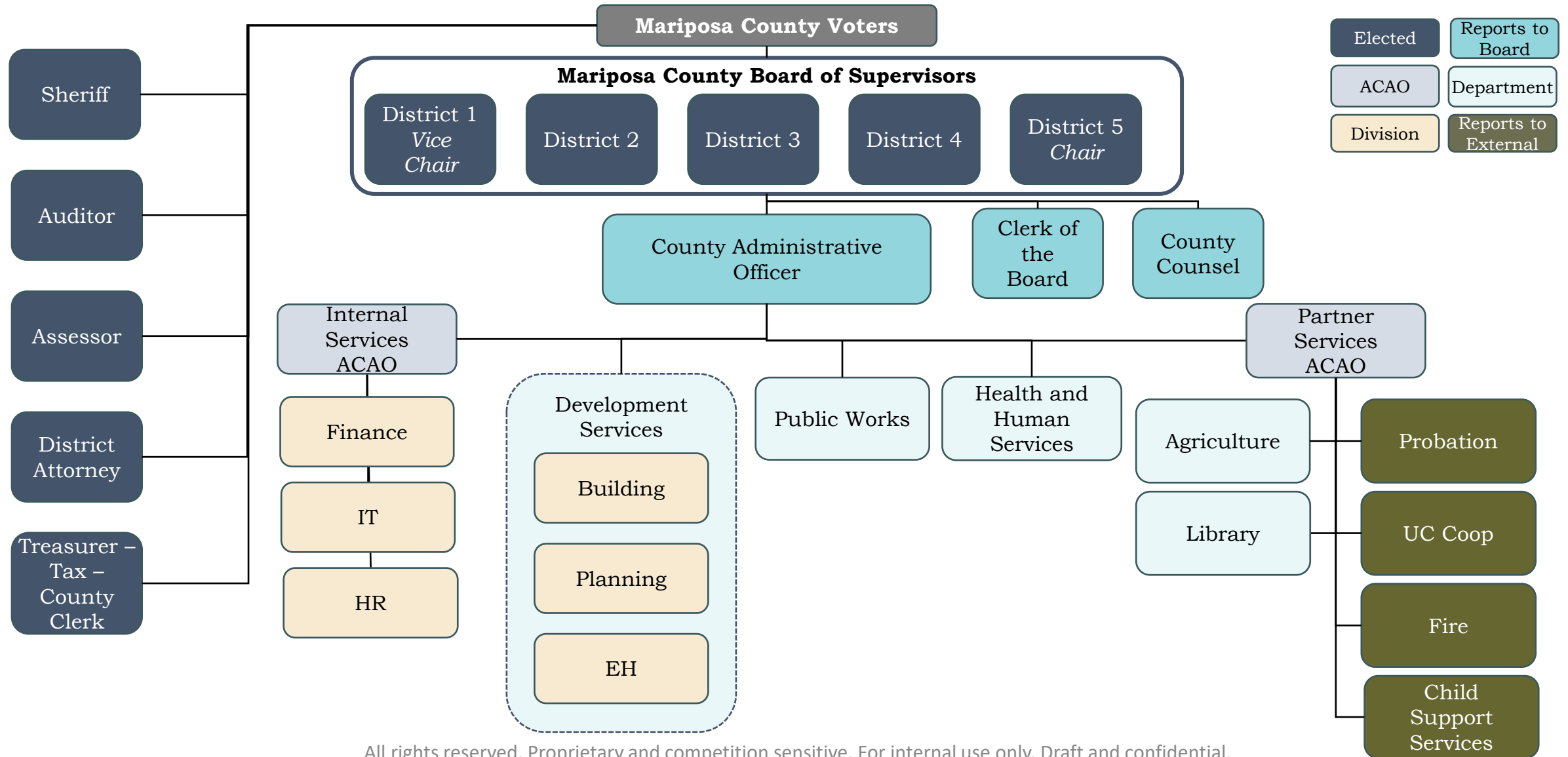


Strong CAO Model: Although the Board of Supervisors will still be responsible for formulating and directing County-wide policy and strategy, the County Administrative Officer (CAO) will work to execute policy decisions and manage day-to-day departmental operations for 10 of the County’s departments.



Span of Control: To ensure appropriate and successful span of control, the current **two ACAOs** will oversee some departments.

New Governance Structure



Development Services



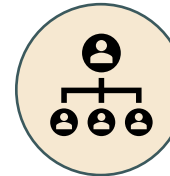
Transitioning to a more unified Development Services department will provide unified leadership, alignment in processes, and efficiencies across similar functions.

Why the proposed structure?

- Across these units, there has been a **historic lack of unified leadership, processes, and technology.**
- It is **common for counties both nationally and in California** to consolidate Building and Planning into a Development Services department.
- Counties align Environmental Health relatively evenly between Development Services or Public Health. Workload analysis suggests close to **60% of workload currently overlaps or should be more closely aligned** with Development Services.



Summary of Changes

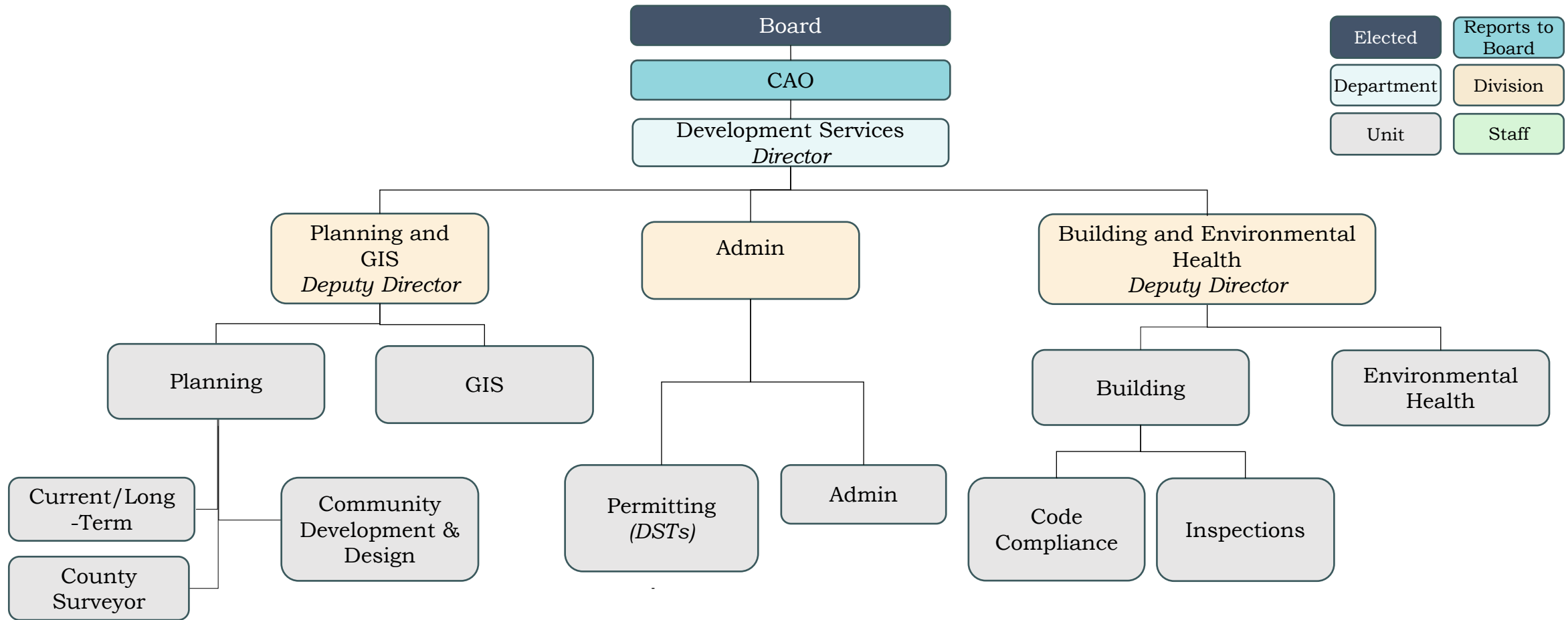


Development Services: This department is a **consolidation of Building, Planning, and Environmental Health.** This allows for increased efficiencies in cross-functional workflows and more unified management. The recommendation is for the department to be managed by **one Department Head and two Deputy Directors.**



County Surveyor and Fire Inspector: The County Surveyor and Fire Inspector would both join the Development Services teams and **integrate into updated processes.**

Development Services Chart



Internal Services



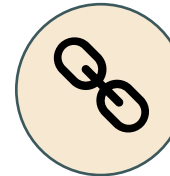
Aligning administrative functions into one Internal Services department helps provide unified oversight across internal services.

Why the proposed structure?

- To ensure the CAO has an appropriate number of direct reports to be successful, an ACAO would lead the divisions making up this department.
- Two separate HR teams have led to inefficiencies and duplicated efforts within both HHSa and County HR teams.
- Since a purchasing function does not currently exist, one would be delegated and operating under the internal services team.



Summary of Changes



Consolidated HR: This department would include both HHSa HR and County HR, which have traditionally operated independent from one another across different areas of the County.

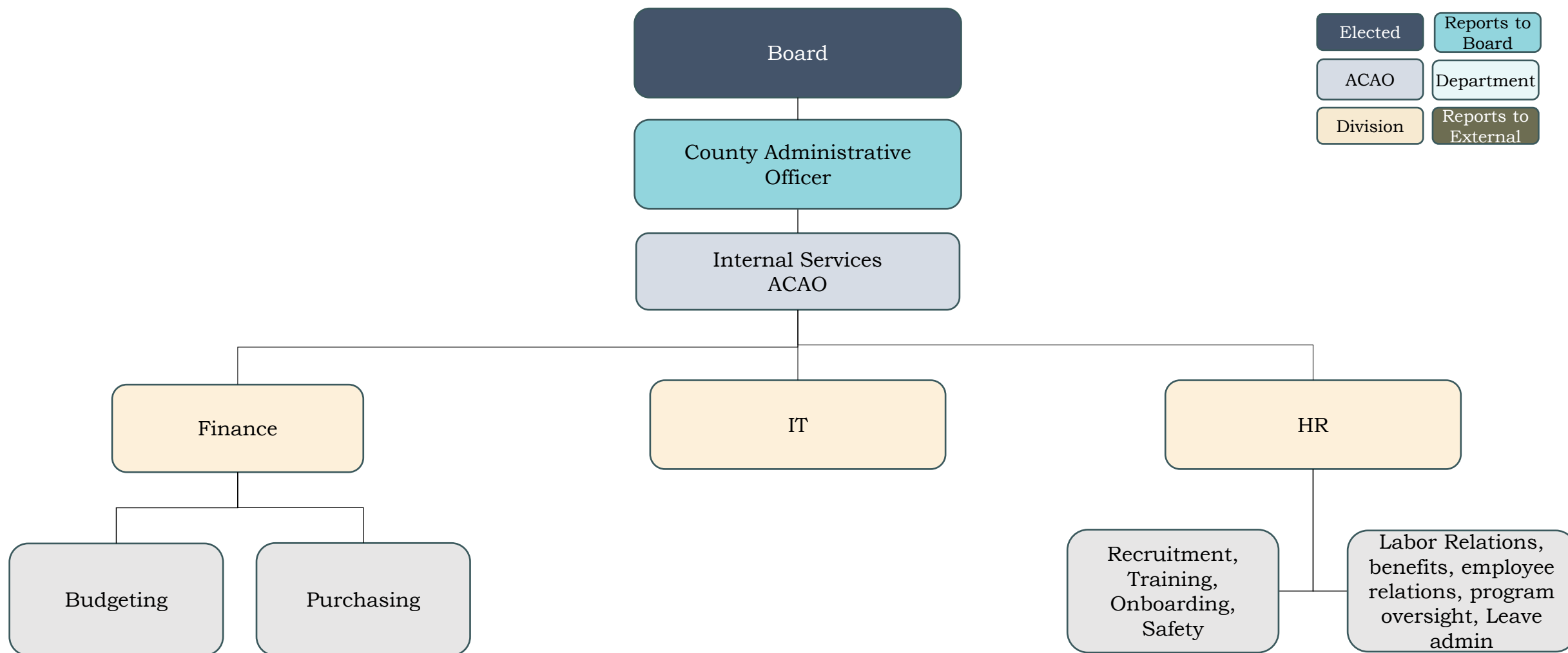
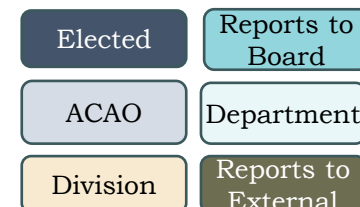


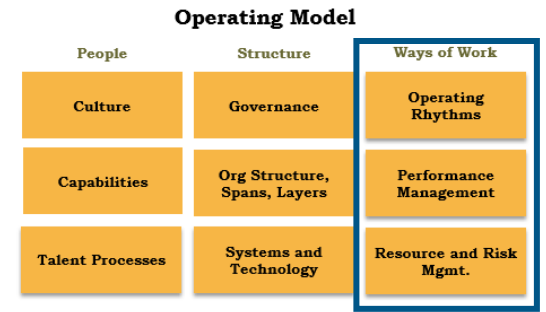
Purchasing Function: The purchasing function, currently an unofficial function in-part handled in the Auditor's Office, should be added to the Internal Services department, with staff being designated to meet these responsibilities.



Departmental Management: The department should be managed by **one ACAO** who would report to the CAO.

Administration Chart



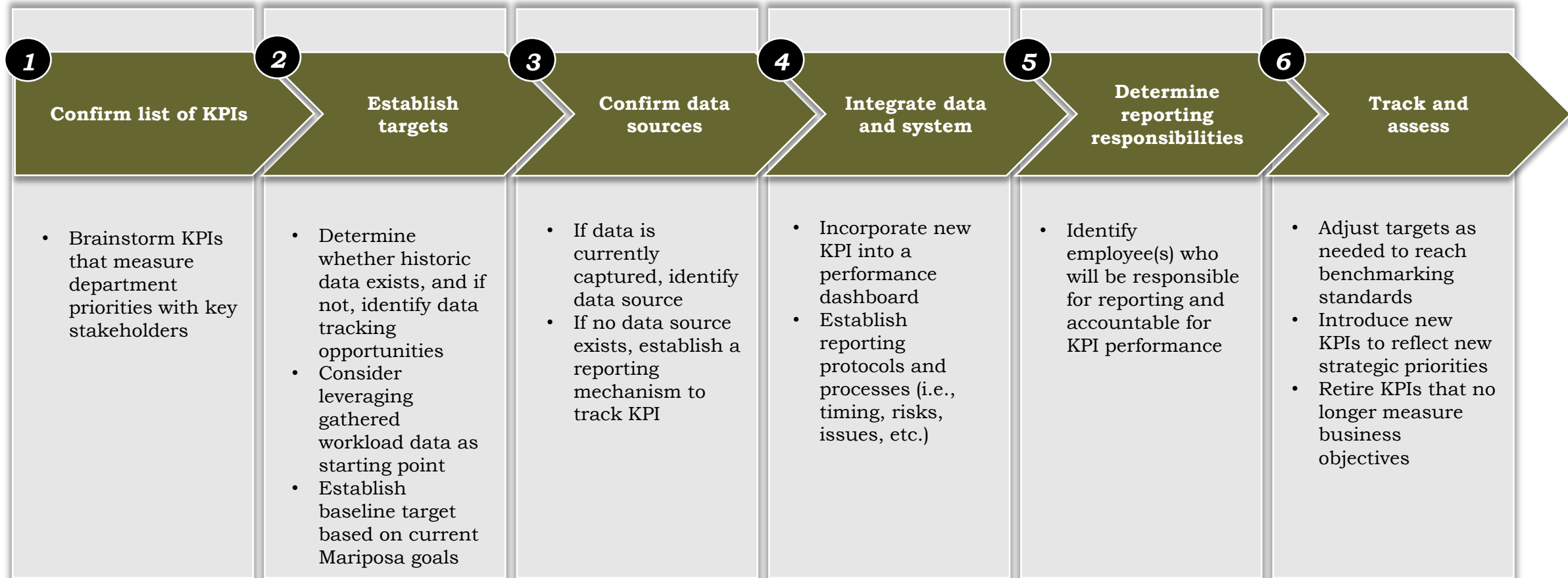


Recommendations: Ways of Working

Creation and Rollout of KPIs



The County would benefit from the creation of Key Performance Indicators (KPIs) across all departments to better set goals aligned to the overall strategy and track progress. KPIs can work to manage County priorities, better document needs, and assess performance.



Performance Management Roadmap



Mariposa should lay the foundation of its performance management model, which will move the County towards an integrated performance management structure down the road.

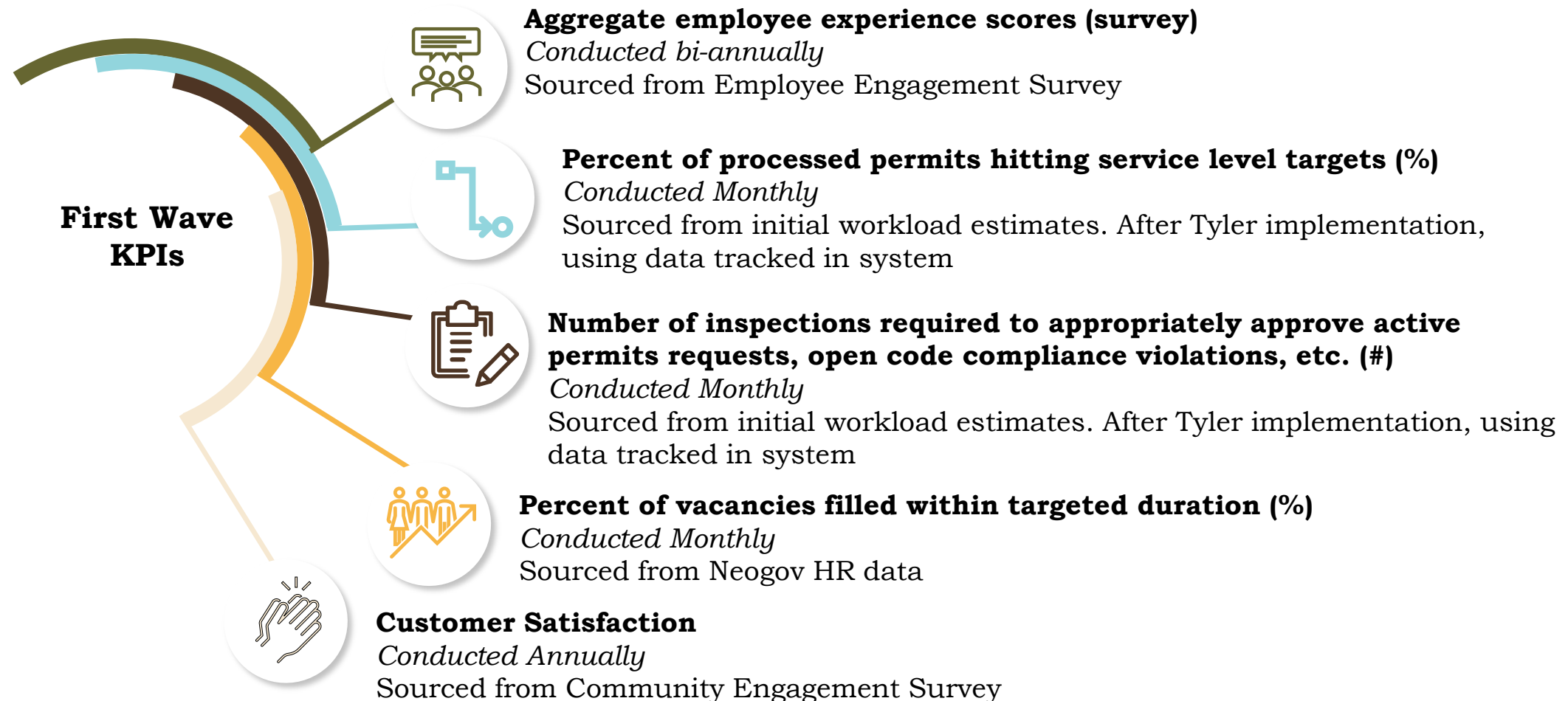
Process	Year 1	Year 2	Year 3	Year 4	Year 5
Phase 1: Establish behavior, principles, and standard practices					
1. Establish Policies & Process					
2. Create Performance Management Architecture					
3. Establish KPIs and Targets					
4. Imbed into Governance Structure					
5. Conduct Organizational Change Management					
Phase 2: Integrate systems & add more KPIs					
6. Integrate Systems					
7. Refresh and Expand KPIs					

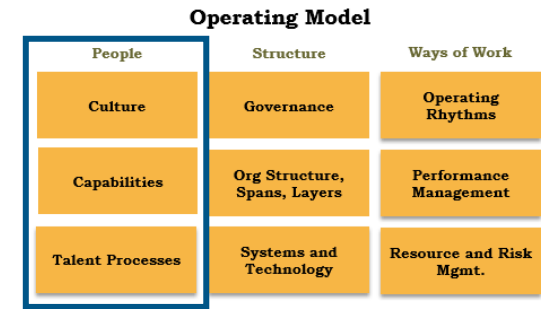
	Phase 1 Step	Phase 2 Step
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First Wave of KPIs



Below is an initial set of recommended KPIs the County can establish and track.





Mariposa County: People

Performance Management



At the staff level, standardized processes for performance management based in best practices can promote a culture of continuous improvement, increase employee retention, and help the County meet performance expectations.

Setting Clear Objectives Aligned to County Goals

Goals should be set for employees to outline areas of growth, achievements, shortcomings, learning, and career progression. Additionally, organizations where employees are highly aligned with the vision have higher retention, employee engagement, and customer satisfaction.

Feedback Cycles

Managers who take time to help employees identify their strong points and nudge them towards improving their future, foster a culture of development. The frequency of the performance feedback must be consistent.

01 02

Performance Management

03 04

Training & Development

Training improves productivity, performance, engagement, satisfaction, and retention rates. Management-level training related to performance management, including giving and receiving feedback and having difficult conversations, encourages frequent and improved performance management conversations.

Performance Tracking

Tracking retention metrics and staff turnover can help the County evaluate retention strategies. Additionally, better leveraging the data in Oracle to track performance can help establish feedback cycles and performance evaluation plans, which supports staff growth and development.

Performance Management



For Mariposa, the following strategies will work best to implement each of the key performance management components.



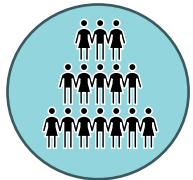
Better Align Budget Practices



Given the decentralized nature of the budget process in Mariposa, Guidehouse recommends creating a Budget Community of Practice (CoP). This CoP would meet regularly to encourage greater alignment in budgetary practices, tools, and templates, and to share tips and tricks.



Shared Database: Consider creating a County-wide SharePoint page where the Budget CoP may live. This is where resources and programming for CoP sessions can be posted.



Staff Recruitment: Designate budget staff from each department to lead and/or consume CoP programming, with support from other staff involved.



Programming: Regularly host Budget CoP programming related to the work processes, tools, and techniques being discussed. This can include presentations on current work, brainstorming sessions on existing challenges, or including external guest speakers to discuss related topics.

Implementation

Implementation Roadmap



This Gantt Chart provides a recommended implementation timeline for all activities related to transitioning to the updated organizational model and departmental processes.

	Month											
	Timing should align with approval of recommendations											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Transition to new governance structure												
<i>Establish KPIs, report on metrics, act on data</i>												
<i>Establish perf. management process</i>												
2. Establish Development Services Department												
<i>Roll out optimized processes</i>												
<i>Track new processes to Tyler implementation</i>												
3. Transition to new Internal Services structure												
<i>Roll out new hiring process</i>												
<i>Roll out updated purchasing process</i>												
4. Implement other county structural recommendations												
<i>Optimize performance management for staff</i>												
Conduct Change Management												

Key: Structure Process OCM

Appendix

Implementation Plan

How to read the Recommendations table

The lefthand column lists the various **recommendations** for each priority area. These are the smaller projects that together lead to a successful implementation.

For each Initiative, the **Responsible Team** oversees implementation of the project

Level of Effort is measured in terms of “small, medium, or large,” and estimates how hard the Recommendation is to accomplish.

Recommendations	Rationale	Responsible Team	Estimated Duration	Level of Impact	Level of Effort

The **Rationale** helps explain how the Recommendation serves to address current challenges.

Estimated Duration projects how long the Recommendation will take to be accomplished, from start to finish.

Level of Impact is measured in terms of “high, medium, or low,” and roughly estimates the extent of the initiative’s influence.

Level of Impact	Level of Effort
High	Large
Medium	Medium
Low	Small

Color Legend for
*Level of Impact and
Level of Effort
columns*

Implementation Summary: Transition to New Governance Structure

Recommendation	Rationale	Responsible Team	Timeframe	Level of Impact	Level of Effort
Structure					
1.1 Invest the CAO with the appropriate authority to manage operations for all departments outside of elected offices, the Clerk of the Board, and County Counsel	The CAO currently does not have the authority to manage County operations. County operations are managed separately through each member of the Board, leading to inefficiencies	Board of Supervisors, CAO	2 months		
1.2 Determine ACAO appointments for Internal Services and Partner Services, and transition these positions into new roles	To ensure the CAO is set up for success and departments can get the support they need, some departments would report to an ACAO, who will support the CAO in managing department-level operations	Board of Supervisors, CAO	2 months		
Processes					
1.3 Work with Departments to define KPIs	KPIs can establish performance targets and track progress. They also provide data that departments can leverage to communicate needs.	CAO, ACAO, Department Heads	1 year		
1.4 Establish a Department Head Performance Management process, including meetings with leaders on a regular cadence and reporting on progress against KPIs	A built-out performance management process can help ensure staff are meeting performance goals, while helping create metrics for tracking departmental progress	CAO, ACAO, Department Heads	1 year		
Change Management					
1.5 Distribute communications to all staff to explain the new governance structure, focusing on why the change is happening and the new role and responsibilities for the CAO. Emphasize 'What's In It For Me (WIFM)' for improved operations across the County	A communication plan will aid staff in adjusting to organizational changes. Continued communication is essential for change management and the ultimate success of the changes	Board of Supervisors, CAO, PIO	1 month		
1.6 Communicate this change to the public utilizing public resources such as the County website	Public engagement will aid the public in understanding the organizational changes. County staff can manage public responses and incorporate feedback into operations	Board of Supervisors, CAO, PIO	1 month		

Implementation Summary: Development Services

Recommendation	Rationale	Responsible Team	Timeframe	Level of Impact	Level of Effort
Structure					
2.1 Hire for/Fill new Department Head and Deputy Director positions	A Department Head to lead the consolidated Development Services department will aid in transition planning and cross-functional operations for each unit	Board of Supervisors, CAO	4 months		
Processes					
2.2 Roll-out newly mapped future state processes	Even before the Tyler Implementation is in place, processes should be optimized and aligned between the teams now	Department Head, Deputy Directors	3 months		
2.2 Monitor and track tech implementation progress, ensuring new technical capabilities are incorporated into newly updated processes	Tech implementation of new systems can greatly reduce the amount of time spent manually completing steps in current processes. Updated processes reduce the amount of manual process steps	Department Head	8 months		
Change Management					
2.4 Directly communicate changes and implement a change management plan with staff from the consolidated departments, teams, and staff	Direct communication with affected staff can increase staff engagement with the recommended changes and allow for a smoother transition process	Department Head, Deputy Directors	1 month		
2.5 Socialize and document future state process maps with impacted team members. Provide training on new process	Newly redesigned process maps will help streamline cross-functional workflows. Leadership can help manage the adoption process and address staff needs when necessary	Department Head, Deputy Directors	2 months		

Implementation Summary: Internal Services

Recommendation	Rationale	Responsible Team	Timeframe	Level of Impact	Level of Effort
Structure					
3.1 Complete transition to new HR structure, now led by an HR Manager and fully consolidated with HHSA and County staff	The HR departments have been historically separated between County HR and HHSA HR. Consolidating operations to create one HR department can streamline HR workflows and provide more centralized support to all departments	ACAO, HR Manager	4 months		
3.2 Shift Benefits Administration function to consolidated HR	Benefits Administration currently is in the Auditor's Office, which is a mismatch in function and pulls that team away from true Auditing duties	HR Manager	4 months		
3.3 Establish Purchasing function as part of Internal Services Department, and transition staff member to fill this role	The purchasing function is under the Auditor's purview, although administrative teams frequently support purchasing responsibilities	ACAO	4 months		
Processes					
3.4 Train HR staff on updated, merged process, and upskill staff as needed work in the processes, including additional Neogov training	The merged process includes changes to the workflow for both County and HHSA HR staff. Training will be critical to ensure consistent processes and success	ACAO, HR Manager	6 months		
3.5 Test new IT Purchasing process with departments, develop IT purchasing form, and roll-out new process countywide.	A formalized IT Purchasing process will standardize any County-wide purchases and streamline inefficiencies or delays due to a lack of a formalized process	ACAO, IT Manager	10 months		
Change Management					
3.6 Directly communicate changes and implement a change management plan with Admin staff.	Keeping staff informed of changes to the organizational structure and any updated workflows will allow for greater transparency and involvement	ACAO, HR Manager	1 month		

Implementation Summary: Other Countywide

Recommendation	Rationale	Responsible Team	Timeframe	Level of Impact	Level of Effort
Structure					
4.1 Establish Budget Community of Practice (CoP) made up of budget staff from all departments, meeting on a regular cadence to align processes, practices, and templates	Communities of Practice (CoPs) allow staff with common work responsibilities and interests to knowledge share and develop best practices. Aligning all budget staff will provide an opportunity to optimize and standardize the budget process	ACAO	6 months		
4.2 Assess structure and processes for commissions and committees	While outside of the scope for this effort, several challenges were highlighted to the project team related to Commission and Committee processes and structure	Board of Supervisors, CAO	1 year		
Process					
4.3 Simplify performance management questions and ensure they are aligned to best practices	Challenge highlighted in getting managers to have performance management conversations. Streamlining the questions is an easy first step	ACAO, HR Manager	4 months		
4.4 Establish more robust performance management process and train managers across all departments to successfully enact the process	A standardized performance management process that is consistently utilized and based in best practices is key to building a high performing organization and ensuring the County is set up to achieve its goals	ACAO, HR Manager	10 months		
Change Management					
4.4 Review staff training methods and resources to address skill gaps identified in regular performance management and feedback cycles	Addressing potential areas of improvement may allow the County to meet work expectations and offer staff professional growth opportunities	ACAO, HR Manager	1 year		

Opportunities and Changes

Proposed Overall Changes



The below provides a crosswalk of proposed changes to the governance structure for several departments

Department	Current	Changes
Building	Department Head reports to Board of Supervisors	- Becomes a Division under Development Services Department - New Department led by one Department Head with 2 Deputy Directors - Department Head reports directly to CAO
Planning	Department Head reports to Board of Supervisors	
Administration	- CAO oversees Administration and reports directly to Board of Supervisors - CAO is supported by two ACAO's	Becomes 'Internal Services' Department, led by an ACAO reporting to the CAO
Health and Human Services	Department Head reports to Board of Supervisors	Reports directly to CAO
Public Works	Department Head reports to Board of Supervisors	Reports directly to CAO
Library	Department Head reports to Board of Supervisors	Reports to 'Partner Services' ACAO
Agriculture	Department Head reports to Board of Supervisors	
Probation	Department Head reports externally, but deal directly with the Board of Supervisors as well	Continues to report externally, but transitions to purview of the 'Partner Services' ACAO
Fire		
UC Coop		
Child Support Services		

Proposed Dev Services Changes

The below provides a crosswalk of proposed changes related to the establishment of the new Development Services Department

Current Department/ Team	Current Structure	Changes
Building	Currently a standalone department	- Both become a Division under Development Services Department - New Department led by one Department Head with 2 Deputy Directors - Department Head reports directly to CAO
Planning		
Environmental Health	Unit reporting to the Public Health Deputy Director in Health and Human Services	Unit in Development Services reporting to the Building and Environmental Health Deputy Director
County Surveyor	Reports to the Public Health Department Head, but works closely with the Planning Department	Will report to the Deputy Director over the Planning and GIS Division
Fire	Fire Inspector is a function in the Fire Department, conducting inspections separately	Fire Inspector joins the Building Division along with the Building Inspectors
Building, Planning, Environmental Health	All 3 have separate Development Services Technicians (DSTs) manning the front desk, accepting applications and complaints, and answering questions from the public	- A new Admin unit oversees the permitting process and departmental administration, consolidating all DSTs - A new Permit Coordinator (position already in the works) helps oversee DSTs and coordinate all permitting

Proposed Admin Changes



The below provides a crosswalk of proposed changes to the Administration Chart for several departments

Current Department/ Team	Current Structure	Changes
County HR	- County HR supports all departments outside of HHSA for majority of work - Led by ACAO/HR Director	- Consolidated HR Division - HR will be led by an HR Manager who reports to the Internal Services ACAO - Takes over Benefits Administration from the Auditor's Office
HHSA HR	Reports to the HHSA Department Head	
Audits	Purchasing function does not officially exist, but is largely handled by a team member in the Auditor's Office	Purchasing function will be part of a Finance Division under the Internal Services ACAO
ACAO	Administration Department managed CAO, who is supported by two ACAOs	Department managed by one ACAO, who will report to the CAO

Summary of Updated Processes



Future state process mapping was conducted to optimize workflows in the new organizational structures.

Category	Process	Current Process	Improvements	Performance Metrics to Consider
Human Resources	Hiring & Onboarding	Separate processes between County HR and HHSA HR with little coordination or collaboration	- One aligned process for the consolidated HR team - Better leveraged HR technology	% of positions vacant # of days to hire
Information Technology	IT Purchasing	Largely driven by departments. IT manager reviews software purchase when it is put on Board Agenda	Earlier coordination and review of software/hardware, tracked via IT Purchasing form, to ensure it is the best option, isn't duplicative, etc.	IT cost savings from removing duplicative software
Development Services	Code Compliance (Planning, Environmental Health, Building)	Highly manual process with no fee penalties. Variances exist on systems and process between Planning, Building, and Environmental Health. Communication and coordination can be a challenge	- Processes mapped to where the Tyler System will insert into the workflow, removing manual and unnecessary steps - Better aligned process between the 3 groups - Updated process including penalty fees mapped	# of cases addressed - Median time between code violation report and confirmation of issue
Development Services	Permitting (Building, Environmental Health, Vacation Rentals, Non-Vacation Rentals)	Requires coordination between Development Services teams and several other departments and/or agencies to review and approve plans. Variances exist on systems and process between Planning, Building, and Environmental Health. Communication and coordination can be a challenge	- Processes mapped to where the Tyler System will insert into the workflow, removing manual and unnecessary steps - Better aligned process between the 3 groups - Initial mapping of inspections to consolidate efforts with Fire Inspector	# of permits processed (various types) - Duration to process permits - Median # of inspections per property

Performance Management



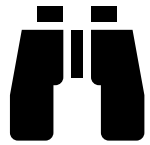
Current state analysis suggests an opportunity to improve the way departments are setting targets and leadership is tracking success metrics. Similarly, opportunities exist to improve individual performance management for all staff.

Category	Process	Current Process	Improvements	Performance Metrics to Consider
Governance	Performance Management Process (Department)	Board oversees department heads, assessing performance in an annual meeting. Prior to January 2024, Supervisors were designated as liaisons to meet more regularly with department heads, but this still posed challenges	• Once new governance structure is in place, the County should develop an aligned process between the CAO/ACAO and Department Heads • Defined departmental key performance indicators to track progress against metrics	• % of Projects within 10% of original budget and schedule • KPIs measuring Department's primary purpose
Governance	Performance Management Process (HR)	In Oracle, reminders are pushed to Managers to conduct performance management conversations and document	• Follow-up procedures to ensure conversations are taking place • Establishing process to act on performance reviews	• % of bi-annual performance reviews completed for total workforce

Change Management



The following tools are vital to a successful change management plan.



Managing
Change and
Transformation
Plan



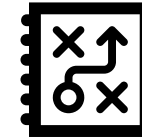
Transition
Planning



Breaking Down
Operational
Siloes



Building a
Change Network



Change-Based
Communication
Planning



Managing
Workforce
Burnout and
Fatigue



Organizational Change

Opportunities to improve



The following indicate key opportunities for improvement from the survey open responses:



Concerns on pay and better caring for staff. Many respondents echoed dissatisfaction with their current pay, often claiming they feel overworked. Some respondents indicated better alignment to peer counties would help remedy the concern **(22% of all comments)**.

- “Having higher paying administrative positions would tremendously help the quality of employees not only to compensate us for the work we already do but our home lives as well. A single person, let alone a parent could never work this job with this pay.”
- “I love working at [department redacted], but it is frustrating that our department within Mariposa County is paid so low.”



Distrust in Leadership. Respondents indicated a general distrust with current leadership or more specifically how leadership is organized. These concerns are tied to departmental silos, a lack of overarching vision, and concerns about the County’s future **(16%)**.

- “It's unreasonable for our elected officials to manage 16+ departments effectively.”



Fear over the County’s financial future. A few respondents indicated concern surrounding the County’s budget.

- “The current budget issues with the county are eroding confidence within the community.”
- “The county's recent fiscal shortfall is alarming, and makes me not confident in the budgeting process. I've also been disappointed with administration's ability to teach/train/explain budgeting processes, finances and Oracle to my department.”



Advocacy for better training and workforce development. In addition to other calls for improved Human Resources functions, several respondents asked for better training and development resources. A few indicated that training should be mandatory **(9%)**.

- “Need proper training for jobs hired for. More support for new hires with training and education.”
- “The opportunity to collaborate with other departments is there, however, maybe training in organizational collaboration could benefit the county.”



Concerns nothing will change. Respondents cited that they had not experienced meaningful change from past surveys **(12%)**.

- “I saw little change after our last survey.”
- “Please share the findings, plans, implemented objectives-have they been successful?”

Peer Research

Development Services



Consolidated development services are also common in other counties.

#	County	Population	Consolidated Department Type Model	Model Functions (Sub Departments)
1	Glenn County, California	28,339	Planning & Development Services	Planning, Building, Water Resources, GIS, and EH. Also supports Regional Transportation Planning and related staff services to Transit JPA
2	Amador County, California	41,412	Community Development	Planning, Building, EH, Public Works, Solid Waste, Air GIS, and Code
3	Del Norte County, California	27,082	Community Development	Planning, Building, Code Enforcement, Public Works, and EH
4	Alpine County, California	1,190	Community Development	Building Safety, Planning and Code Enforcement, and Public Works Engineering Surveying
5	Butte County , California	207,303	Development Services	Planning, Building, Code Enforcement, and the Admin Division for Internal Functions
7	El Dorado County, California	192,646	Planning & Building Department	Planning, Building, Tahoe Planning and Stormwater, Economic Development, and Code Enforcement
8	Lake County, California	68,191	Community Development	Planning, Building and Safety, and Code Enforcement Planning
9	Fresno County, California	1,015,000	Public Works & Planning	Building and Safety, Current Long-Range Planning, Surveyor, Code, Water and Natural Resources, GIS, Community Development, Capital Projects, Parks, Transportation, and LCA GP
10	Madera County, California	160,256	Development Services Agency	Planning & Code, Building, Fire Safety and Environmental Health. Separate Departments include Public Works, and the Water & Natural Resources Department

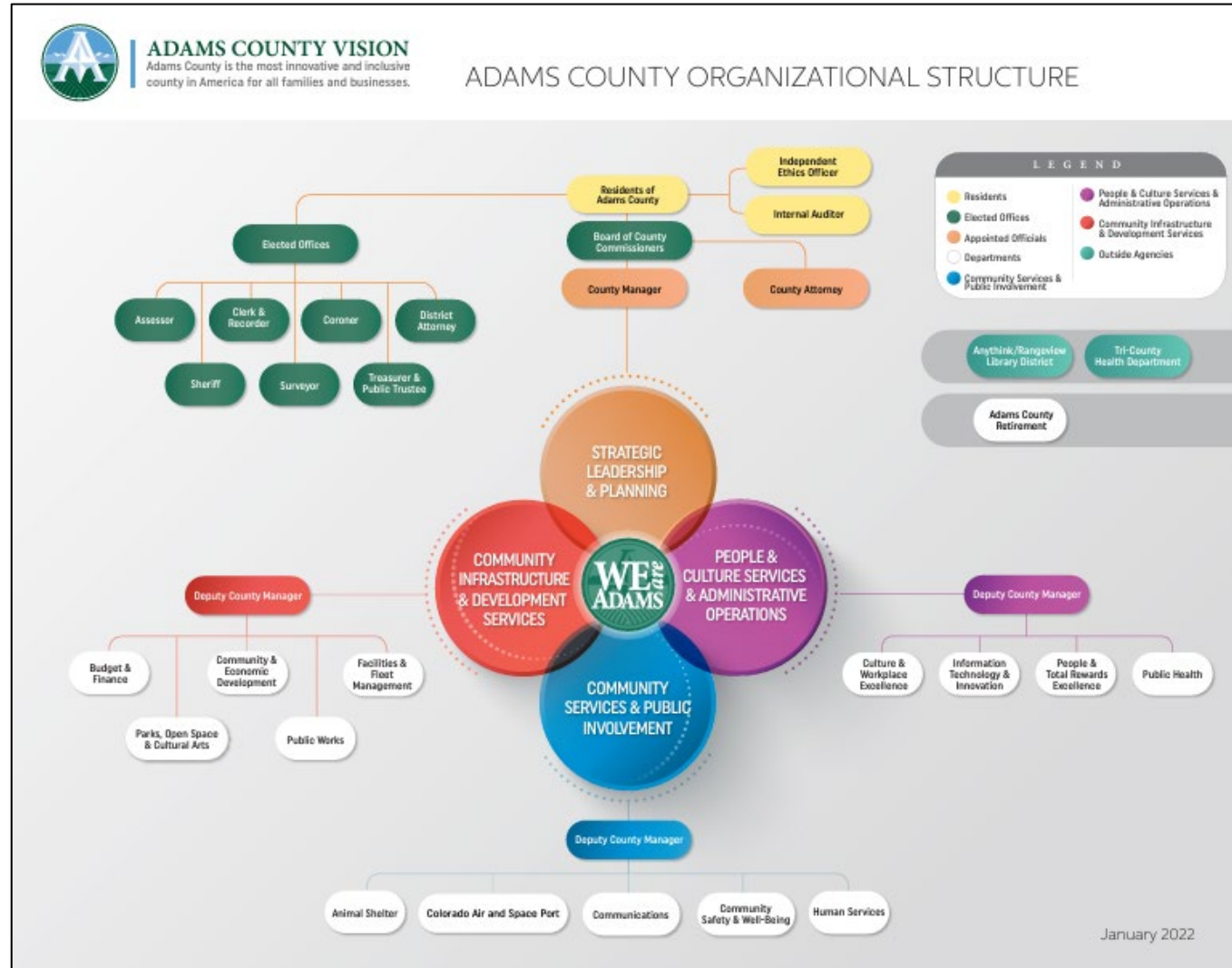
Development Services



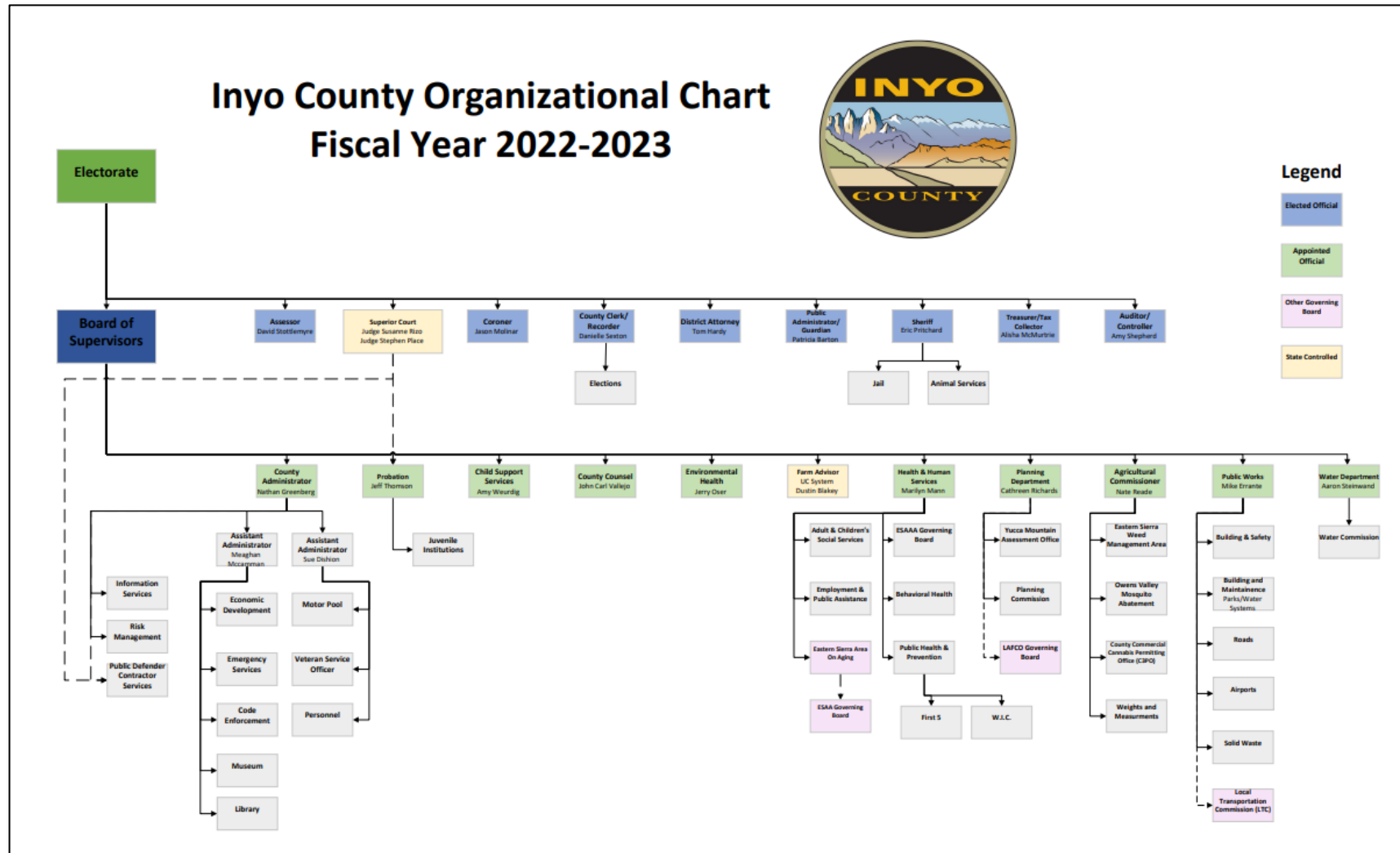
Consolidated development services are also common in other counties.

#	County	Population	Consolidated Department Type Model	Other Administration Functions (Sub Departments)
11	Mendocino County, California	89,783	Planning & Building Services	Planning, Building, Code, and Admin
12	Merced County, California	290,014	Community & Economic Development Department	Planning, Economic Development, and Water Resources Divisions. Building & Safety and EH were later absorbed in ECD
13	Monterey County, California	432,858	Housing & Community Development	Planning, Building, Housing, Code, Water/Drainage, and Engineering that interfaces with PWD
14	Shasta County, California	180,930	Department Resource Management	Planning, Building, EH, and Air Divisions
15	Tuolumne County, California	54,531	Community Development Department	Housing, Building, Code, EH, and Land Use & Natural Resources (Planning)
16	Ventura County, California	832,605	Resource Management Agency	Planning, Building & Safety, Code Compliance, and EH
17	Mariposa County, California	17,131	Separate Department Services units	Budget, Information Services, and Human Resources

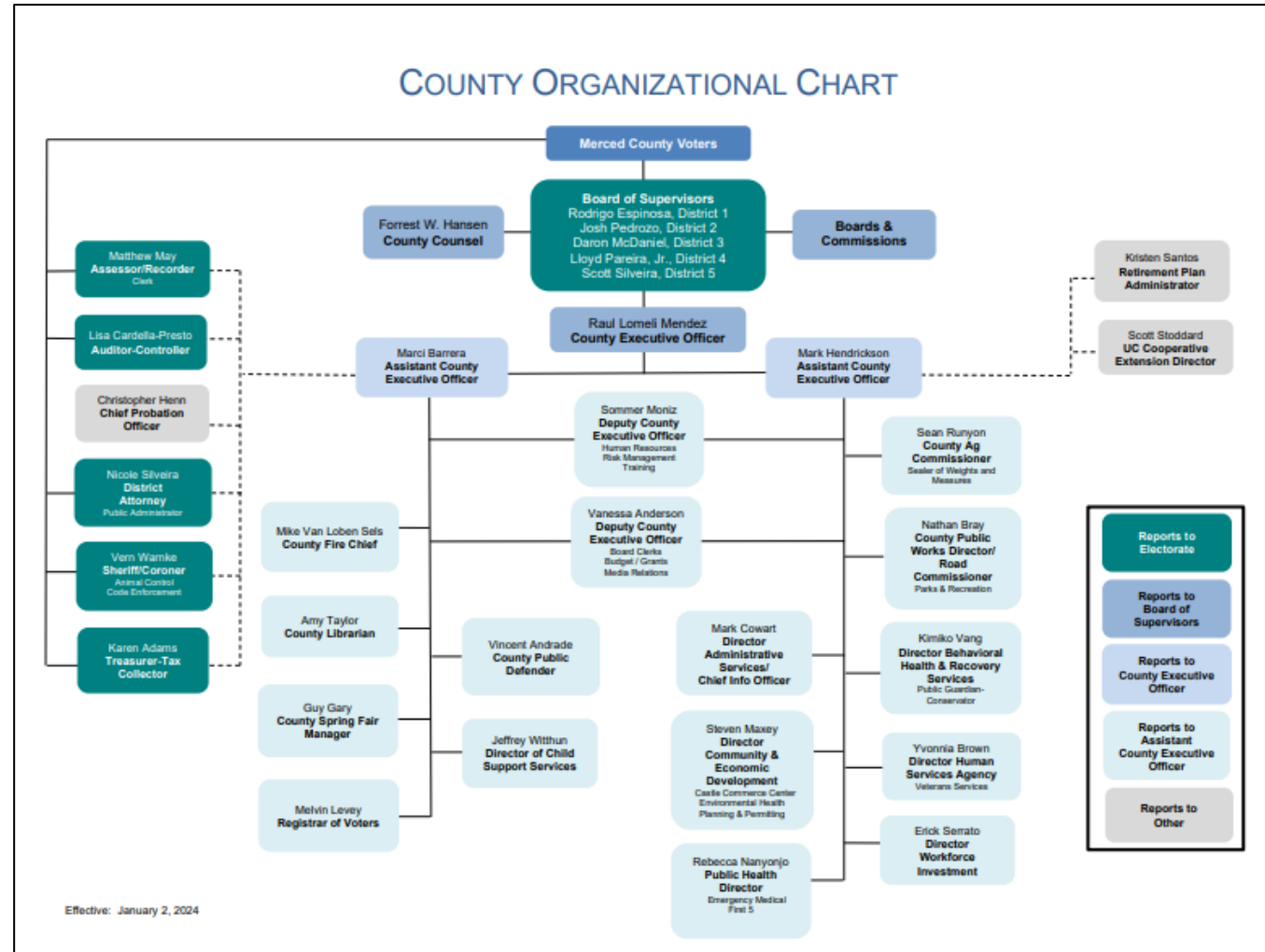
Adams County Org Chart



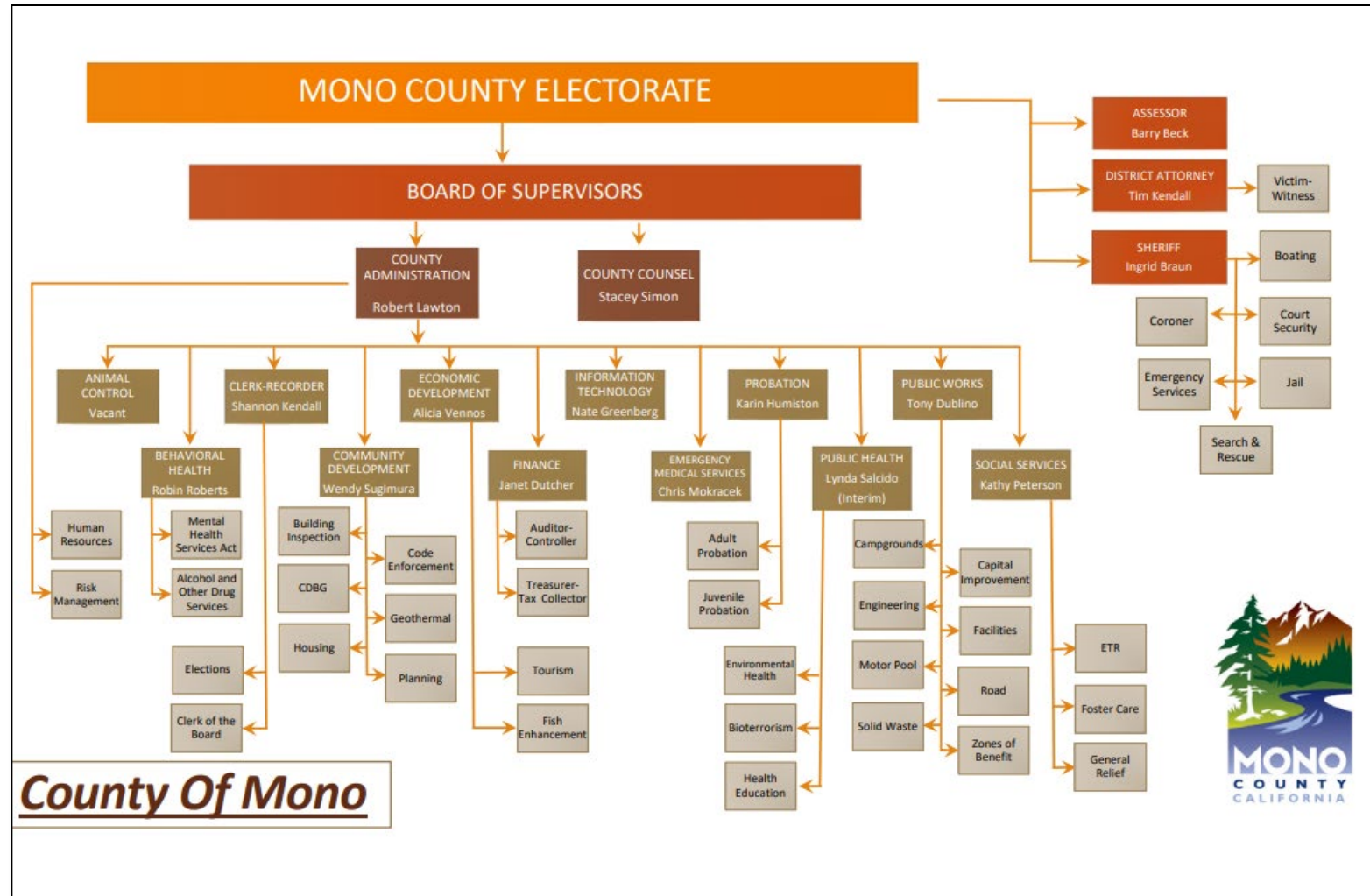
Inyo County Org Chart



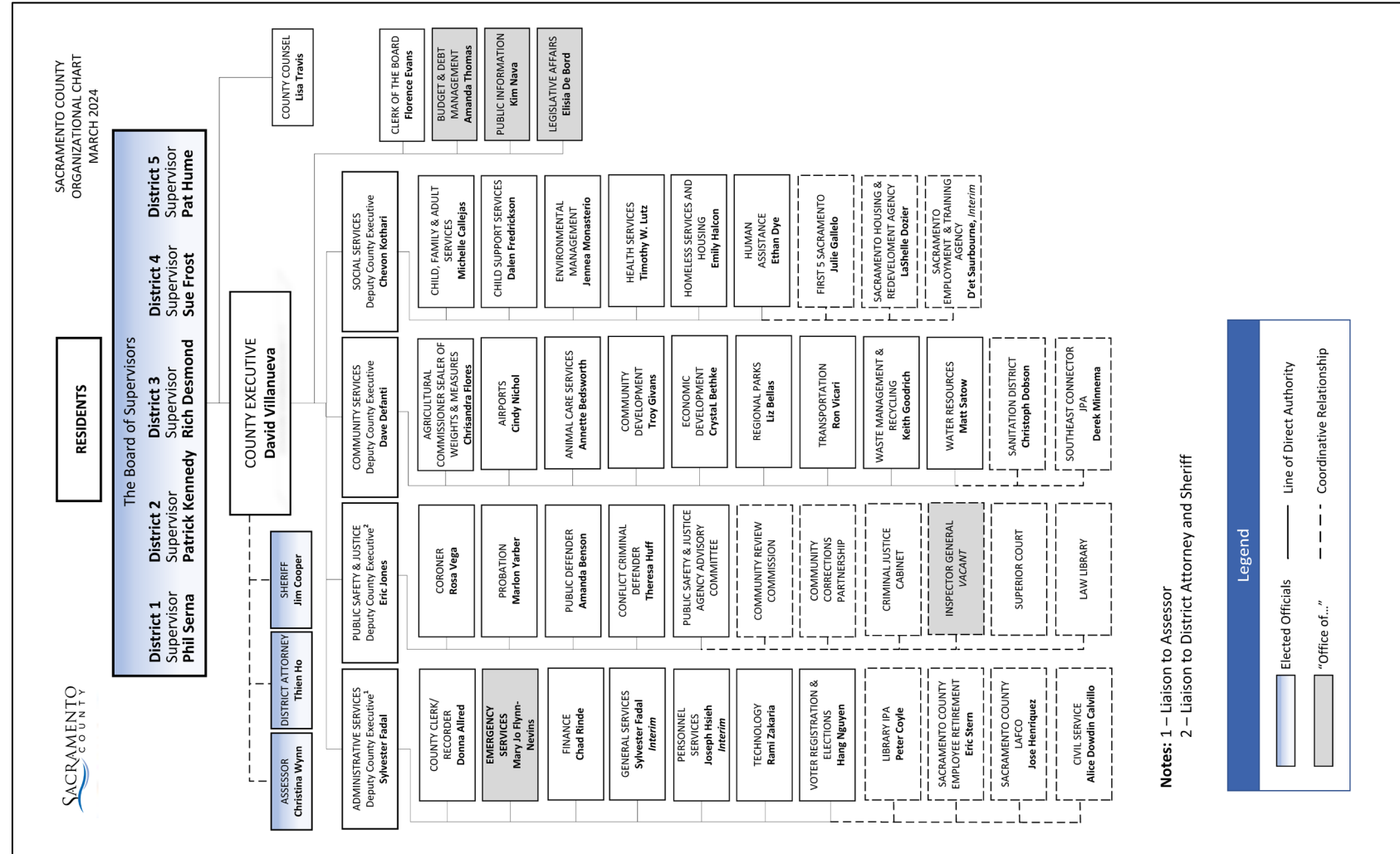
Merced County Org Chart



Mono County Org Chart



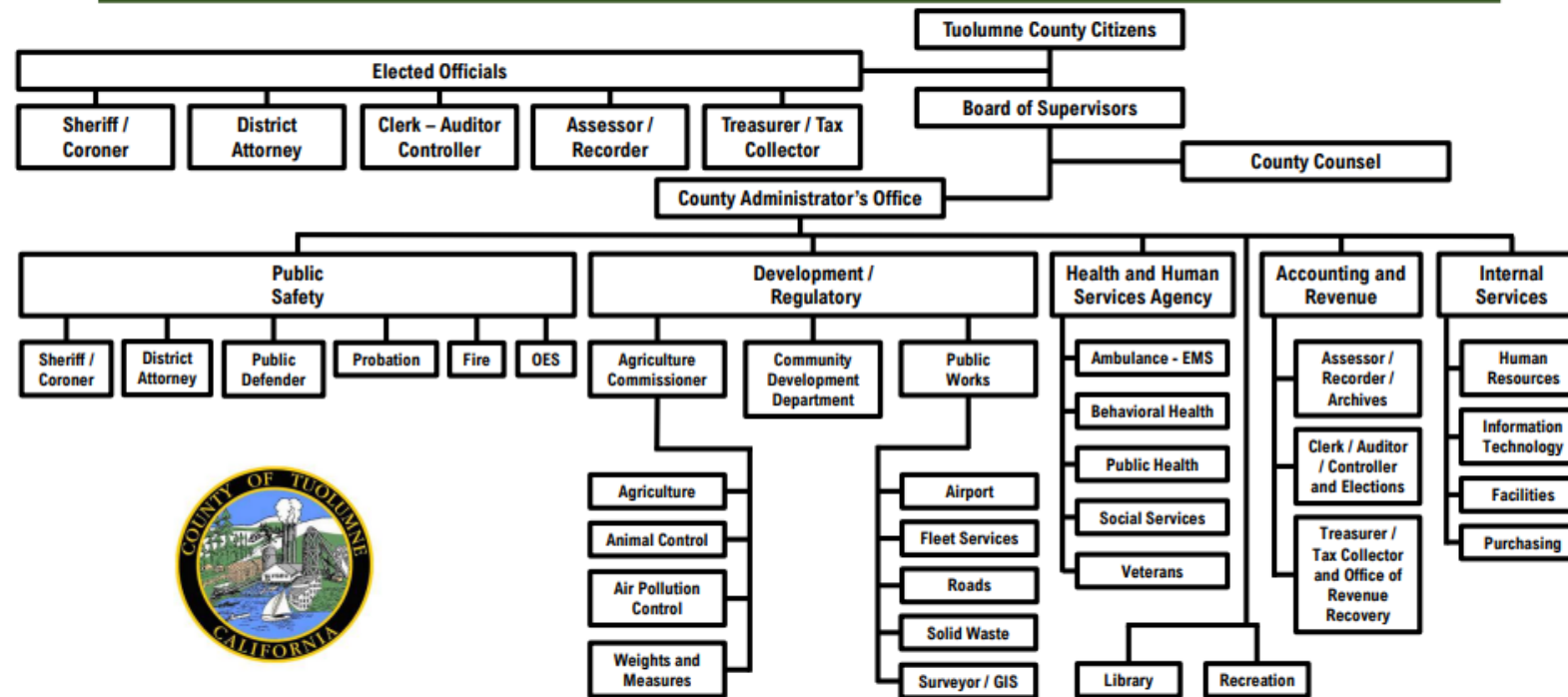
Sacramento County Org Chart



Tuolumne County Org Chart



County Organizational Chart



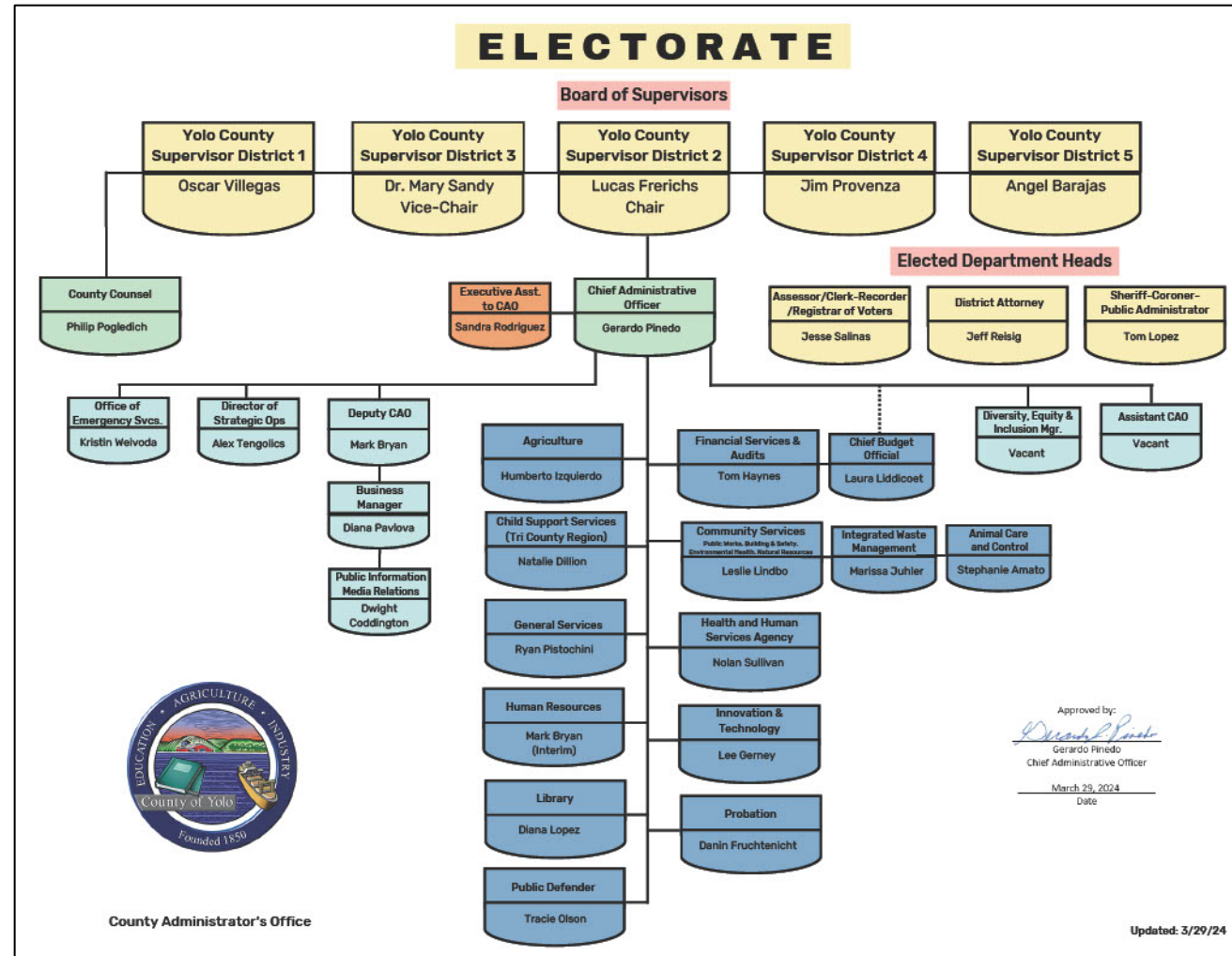
6/16/2023



County of Tuolumne, California

1

Yolo County Org Chart



Board Agenda Item Recommendations from Guidehouse

Pete <[REDACTED]>

Sun 7/7/2024 4:35 PM

To: Board Clerk <Board-clerk@mariposacounty.org>

Cc: Wayne Forsythe <wforsythe@mariposacounty.org>; Miles Menetrey <mmenetrey@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; dtosso@mariposacounty.org <dtosso@mariposacounty.org>; Shannon Poe <spoe@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>

[Some people who received this message don't often get email from petejudy@sti.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Greetings Board. As a former department head I recognize and appreciate the effort(s) that went in to this report and its intent on making Mariposa County Government more efficient. That said I am somewhat disappointed in the lack of a thorough investigation and report out from Guidehouse on not recognizing the unique position that several chief probation officers hold in California who are appointed by the State of California Presiding Judges and not by a Board of Supervisors.

Specifically the organization chart that is proposed accurately depicts elected officials as reporting to those who elected them. However, the probation chief is not appointed by you but by the Superior Court of the State of California Presiding Judge of Mariposa. The proposed chart has the Chief Probation Officer reporting to an Assistant Accounting Officer. While the probation chief has always worked with the county to make probation operations as efficient as possible, frankly the county does not set performance objectives for the department; only the Superior Court of California has that authority in Mariposa County.

Therefore the proposal as presented on the organization chart is inaccurate. The Chief Probation Officer of Mariposa is appointed by the Superior Court Presiding Judge who has all authority over hiring, discipline, and performance standards of that position. Showing that department head as reporting to and ultimately being responsible to any position other than the Superior Court of California Presiding Judge for Mariposa County is inaccurate at best and against statute at worst.

I have copied County Counsel Steve Dahlem as I suspect he has far more expertise than my ex-professional analysis.

Pete Judy
Retired Chief Probation Officer
Mariposa County
Proudly District 4 Resident

Sent from my iPad

H-2

Subject: Organizational/Operational review by Guidehouse

Date: July 8, 2024 at 6:32:51 PM PDT

To: <rsmallcombe@mariposacounty.org>

Hi Rosemarie, Just to let you know I agree with the recommendations by Guidehouse Inc. except I would be cautious with too much performance monitoring .

This review is long overdue and I think it addresses the major issues of delegating more authority to the CAO (instead of the Bd of Sups) to move support activities to CAO (purchasing, personnel, IT, etc) and to reorganize activities to major functions and have supervision of these by an assistant county executive, without adding any staff. Yes, there also should be performance review (accomplishments, etc.) but I would caution about doing too much so this does not become a product in itself. (I worked for City of Sunnyvale, and they went overboard)

Anyway, I have made comments in the Concerned Citizens Coalition of Mariposa County facebook page, and got pretty beat up. (Such as if I support personnel for so many dept heads being taken out of review by the Bd of Sups, I do not respect the Brown Act) Please – I was a Town Clerk, and lifetime member of LWV. Brown act is for the elected board decision making, not department management.

You husband, Steve, can see the CCC notes. I give up.

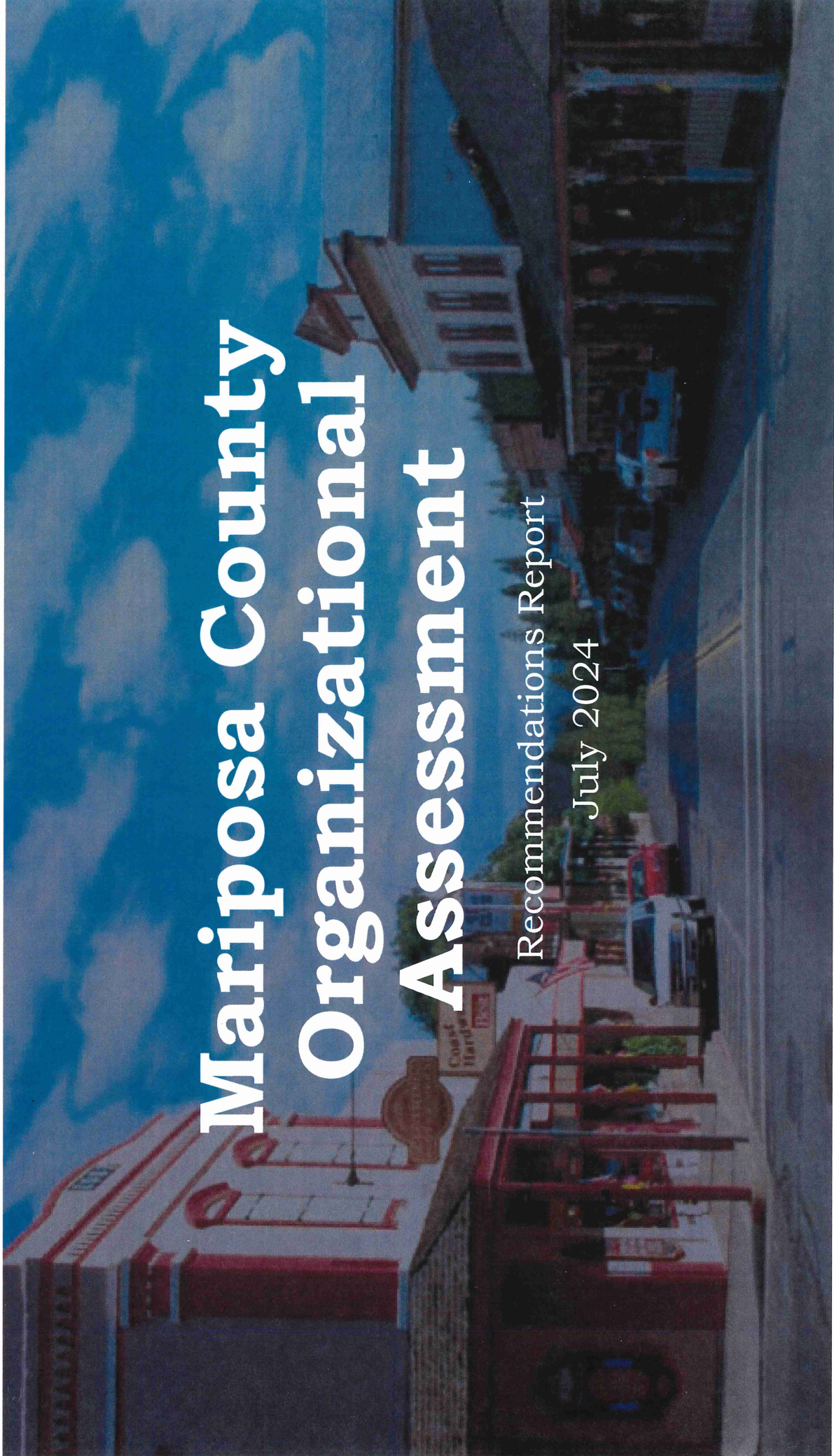
I'll observe tomorrow, but not comment. I think you are moving in the right direction.

Linda

Mariposa County Organizational Assessment

Recommendations Report

July 2024



About This Report

- Executive Summary
- Structure Recommendations
- Operations Recommendations
- People Recommendations
- Next Steps
- Appendix



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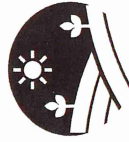
Executive Summary

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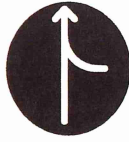
Project Overview



Desired Outcomes



Provide the first, holistic review of structure, functions, and operations



Streamline and enhance County operations and services



Improve collaboration and trust between the Board and departments

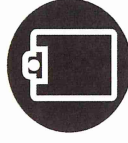
Methodologies



Interviews



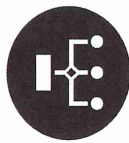
Employee Survey



Workload analysis



Best Practices Research



Future State Process Mapping and Organizational Design Workshops

Inputs for Analysis



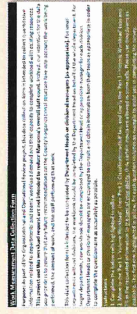
Data, information, and ideas were gathered and analyzed through several methodologies.

Documentation Reviewed



Provided data covered organizational charts, major project reports, and past employee and community surveys.

Workload Analysis



Received workload measurement forms from **12 Departments** covering **76%** of the County's fulltime and part-time staff.

Summary of Interviews



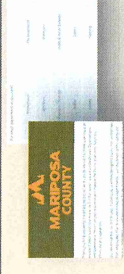
Conducted **64** interviews with **5** Board Members, **18** Department Heads, and **41** directors, managers and staff members.

Best Practices Research



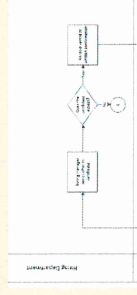
Identified **8** counties and **6** case studies to identify relevant structural and operational best practices.

Employee Survey



Received **251** total survey responses, including from part-time employees and volunteers. **225** were from full time employees (**49% of full-time employees**).

Process Mapping



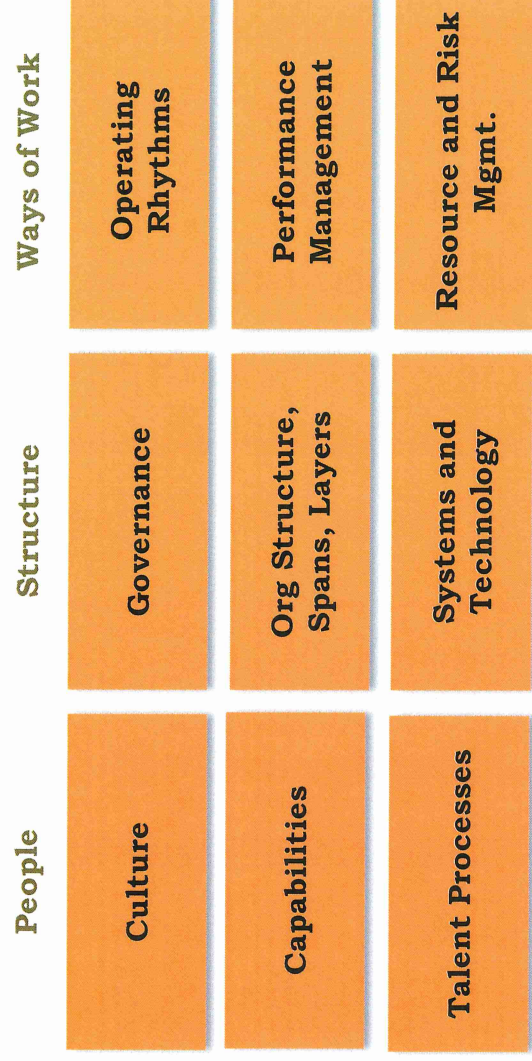
Created **22** current and future state process maps to identify opportunities for improvement.

Organizational Framework



The desired outcome of this project is to **streamline and enhance County operations and services** for current and future needs. To achieve this, we have assessed and provided recommendations on the core aspects of an organizational operating model.

Operating Model



Peer Research Overview



A CEO (or 'Strong CAO') model and consolidated services are common in other counties.

#	County	Population	CAO Structure	Financial Services & Audit	Consolidated Planning, Building, & Code	Other Administration Functions (Sub Departments)
1	Mono County, California	13,291	Strong CAO	Combined – Office of Finance	Consolidated	Risk, Human Resources
2	Mariposa County, California	17,131	Weak CAO	Separated - Audit Office & Budget team	Separated	Budget, Information Services, Human Resources
3	Inyo County, California	19,016	Weak CAO	Combined – Audit Office	Separated	IT, Information Services, Human Resources, Purchasing, Risk
4	Tuolumne County, California	55,620	Strong CAO	Separated - Accounting & Revenue	Consolidated	OES, Human Resources, IT, and Homelessness Services
5	Madera County, California	160,256	Moderate CAO*	Combined – Audit Office	Consolidated	General Services, Budget, Grants, 311, Purchasing, Risk, Central Garage
7	Yolo County, California	222,115	Moderate CAO*	Separated - Financial Services & Audits	Consolidated	Clerk of the Board, Econ Dev, HR, Intergovernmental Relations, OES, Public Info, Tribal Affairs
8	Merced County, California	290,014	Strong CAO	Combined – Audit Office	Consolidated	IT, Purchasing, GIS
9	Adams County, Colorado	414,969	Strong CAO	Separated - Budget & Finance	Consolidated	IT, HR, Strategic Initiative Teams, Animal Shelter, Air & Space and People and Culture

*Oversees some departments

Current State Key Takeaways

Focus Area	Identified Challenges
Governance	• Several pain points in the County align to common challenges within a limited-authority CAO structure • Strategic plan ownership is not clearly defined or consistent
Development Services	• Delays and other obstacles in cross-departmental workflows such as permitting • Operations and staff have struggled under leadership changes
Financial Reporting	• Financial reporting processes and controls are significantly impacting all departments • Cross-departmental workflows are also a challenge
Administrative Services	• Attracting talent, the hiring process, and training are common pain points • Software and IT needs are continuing to evolve as the County modernizes • The budget process is challenging across departments and impacting the County
Performance Management	• Lack of data, KPIs, and a robust performance management process has made it challenging to measure performance across all levels

Future State Changes



Recommended changes include adopting a ‘Strong CAO’ governance model and consolidating departments and teams to create greater efficiencies and streamline leadership

Category	Structural Change	Improvement
Governance	‘Strong CAO’ Structure	• Realign most departments to report through the CAO to simplify direction and leadership structure for most departments • Improve County’s ability to track and manage performance of departments, given challenges presented by the Brown Act • Reduce siloes between departments separately reporting to the Board for decisions and administrative direction
Governance	CAO oversight of internal and partner services	• Ensure appropriate span-of-control to set CAO and departments up for success, in which some departments report to an ACAO • Departments will still be able to communicate across departments for any process flow needs
Human Resources	Consolidation of HR departments	• Consolidate both HR teams to more evenly distribute HR responsibilities across County departments • Workflow alignment between the County’s two HR teams to create efficiencies
Audits	Benefits Administration and Purchasing	• Shift non-related functions that have historically ended up in the Auditor’s Office to Internal Services to remove impediments to auditing work
Development Services	Establish a Development Services Department, to include Building, Planning, and Environmental Health	• Unify these departments and teams under one Department Head to provide unified leadership and alignment on workflows, service delivery, and future technologies • Streamline inspections by including Fire Inspector in the new Development Services Department • Incorporate County Surveyor in new department due to strong overlap in functions and expertise

Improving Operations



As-is and to-be process mapping was conducted with a focus on Administrative and Development Services processes to create the greatest impact for all departments and support the teams that will experience the most structural changes.

Category	Improvements
Human Resources	Hiring & onboarding process standardized and streamlined
Information Technology	IT Purchasing updated to better utilize resources and in-house expertise as the County modernizes
Development Services	Code Compliance processes mapped across Planning, Environmental Health, and Building to create alignment and prepare for Tyler implementation
Development Services	Permitting and inspections processes mapped across Planning, Environmental Health, and Building to create alignment and prepare for Tyler implementation
Governance	Recommendations provided to establish key performance indicators (KPIs) for departments and a performance management process
Governance	Recommendations provided to improve performance management at the staff level, including setting goals, establishing feedback loops, providing recognition, and tracking performance

Anticipated Benefits



The recommendations in this report are aimed at addressing current challenges in the County to improve operations and the customer and employee experience.

Mariposa Staff Benefits

- Improved coordination of services due to consolidation of similar teams
- Streamlined processes reducing unnecessary steps and manual tasks
- Improved vision and direction for departments
- Structured performance management to ensure issues are identified and addressed early
- Improved staff goal setting, feedback loops, and development

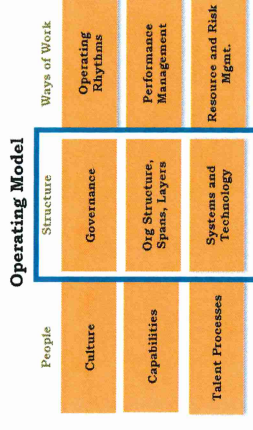
Mariposa Public Benefits

- Unified and improved processes for inspections and permits
- More efficient and effective county operations at no anticipated major increase in costs
- Clearer accountability for county operations
- Greater focus on customer services due to formal performance measures
- Improved budget management practices

Recommendations

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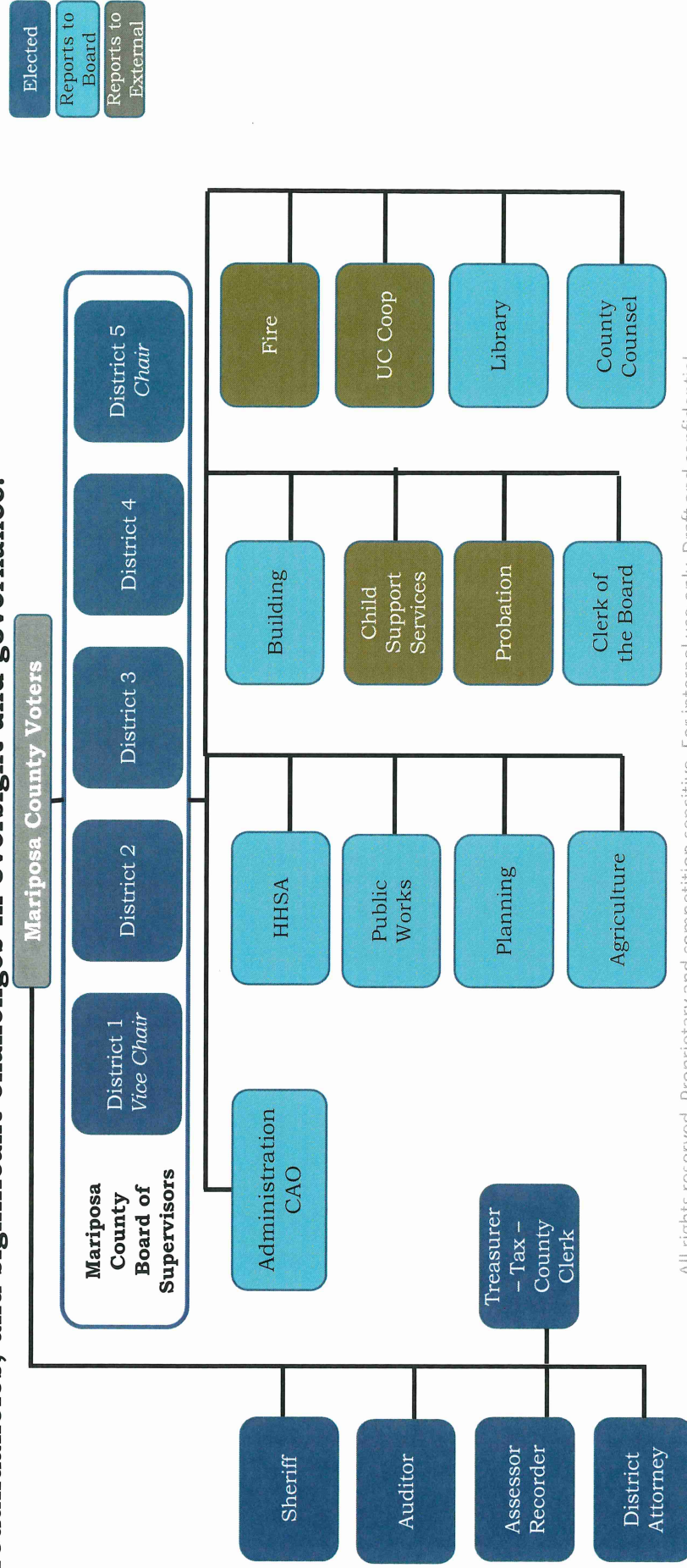
Recommendations: Structure



Current County Structure



Mariposa currently has a 'Divisional' organizational structure with all departments reporting to the Board and a 'Weak' CAO that oversees just Admin. **This structure lends itself to siloes, redundancies, and significant challenges in oversight and governance.**



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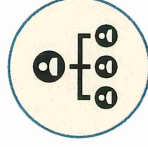
Governance Structure



A new Governance Structure centered on a 'Strong CAO' model is recommended to address key challenges identified in the current-state assessment.

Why the proposed structure?

- Due to Brown Act limitations, it is **difficult for Supervisors to actively track and manage performance of departmental operations.**
- Similarly, departments have struggled to get direction and support from five separate individuals.
- **76%** of California counties have adopted a 'Strong CAO/CEO' structure as their operating model, in which the CAO has more authority over the operations of County departments (*Guidehouse Analysis*).
- **75%** of all Western counties have a County Administrator with a high level of authority (*NACo Report*).

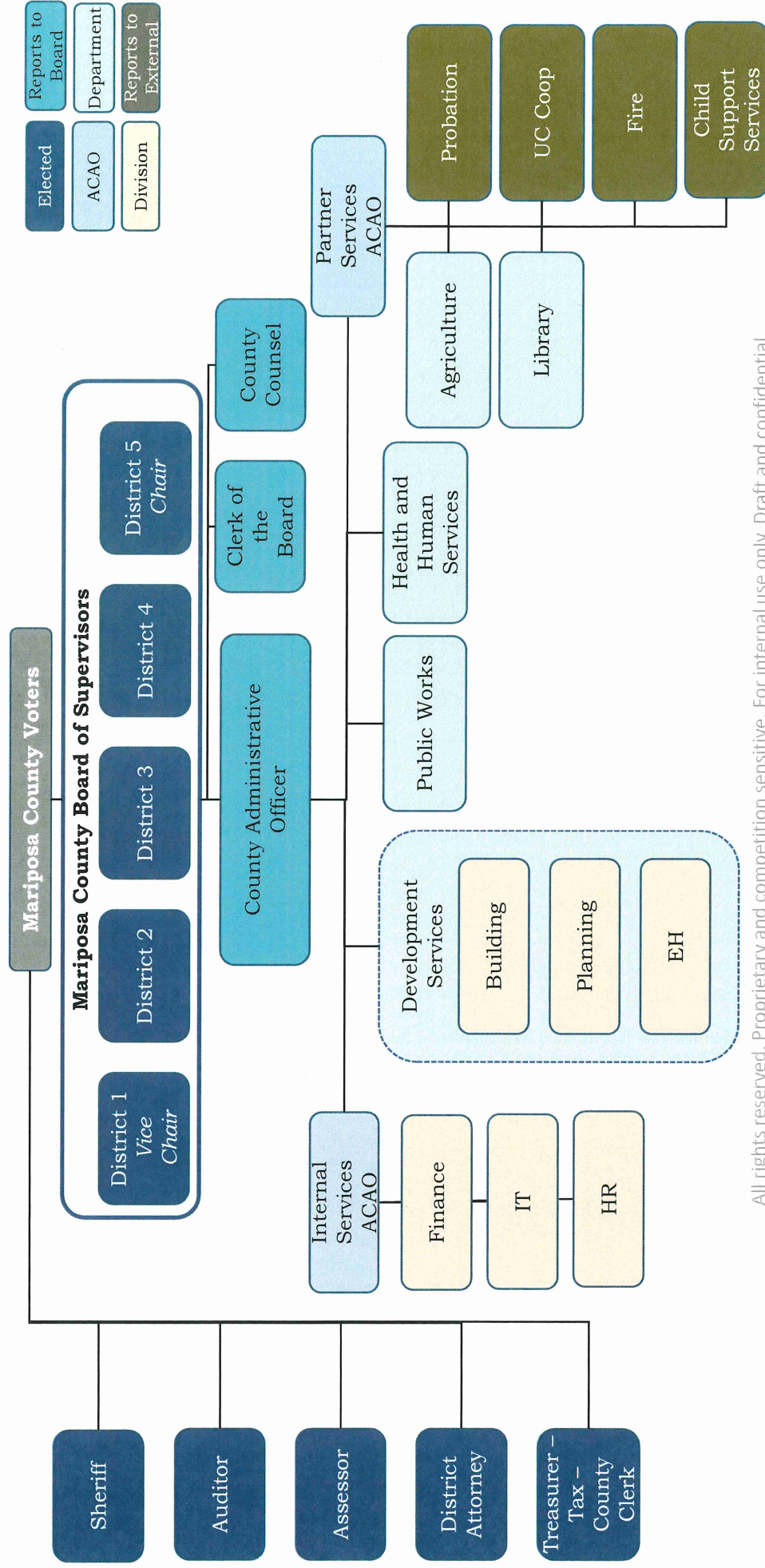


Strong CAO Model: Although the Board of Supervisors will still be responsible for formulating and directing County-wide policy and strategy, the County Administrative Officer (CAO) will work to execute policy decisions and manage day-to-day departmental operations for 10 of the County's departments.



Span of Control: To ensure appropriate and successful span of control, the current **two ACAOs** will oversee some departments.

New Governance Structure



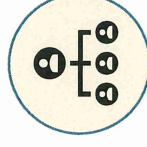
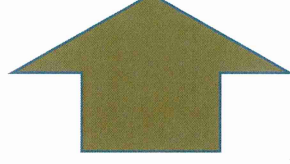
Development Services



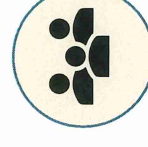
Transitioning to a more unified Development Services department will provide unified leadership, alignment in processes, and efficiencies across similar functions.

Why the proposed structure?

- Across these units, there has been a **historic lack of unified leadership, processes, and technology.**
- It is **common for counties both nationally and in California** to consolidate Building and Planning into a Development Services department.
- Counties align Environmental Health relatively evenly between Development Services or Public Health. Workload analysis suggests close to **60% of workload currently overlaps or should be more closely aligned** with Development Services.

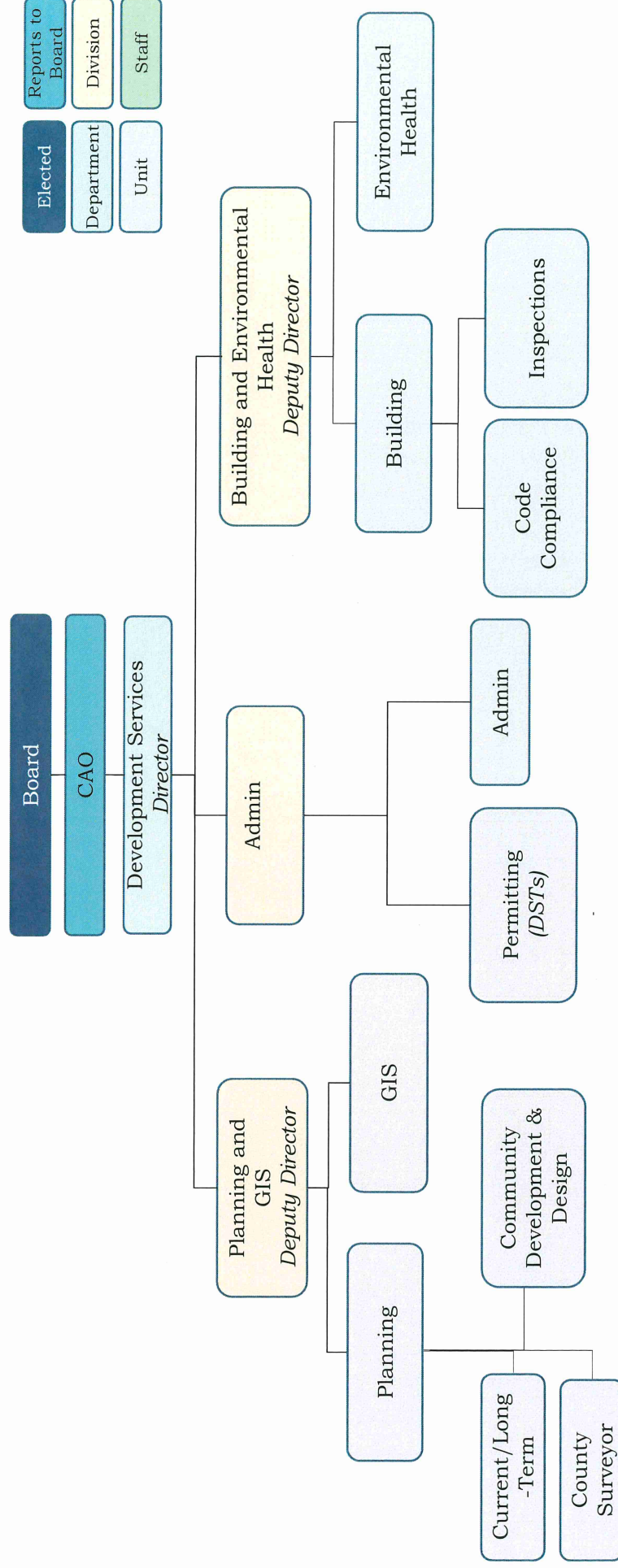


Development Services: This department is a **consolidation of Building, Planning, and Environmental Health.** This allows for increased efficiencies in cross-functional workflows and more unified management. The recommendation is for the department to be managed by **one Department Head and two Deputy Directors.**



County Surveyor and Fire Inspector: The County Surveyor and Fire Inspector would both join the Development Services teams and **integrate into updated processes.**

Development Services Chart



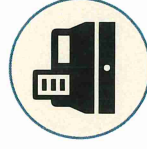
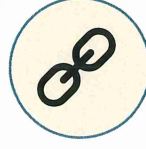
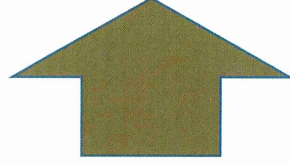
Internal Services



Aligning administrative functions into one Internal Services department helps provide unified oversight across internal services.

Why the proposed structure?

- To ensure the CAO has an appropriate number of direct reports to be successful, an ACAO would lead the divisions making up this department.
- Two separate HR teams have led to inefficiencies and duplicated efforts within both HHSA and County HR teams.
- Since a purchasing function does not currently exist, one would be delegated and operating under the internal services team.



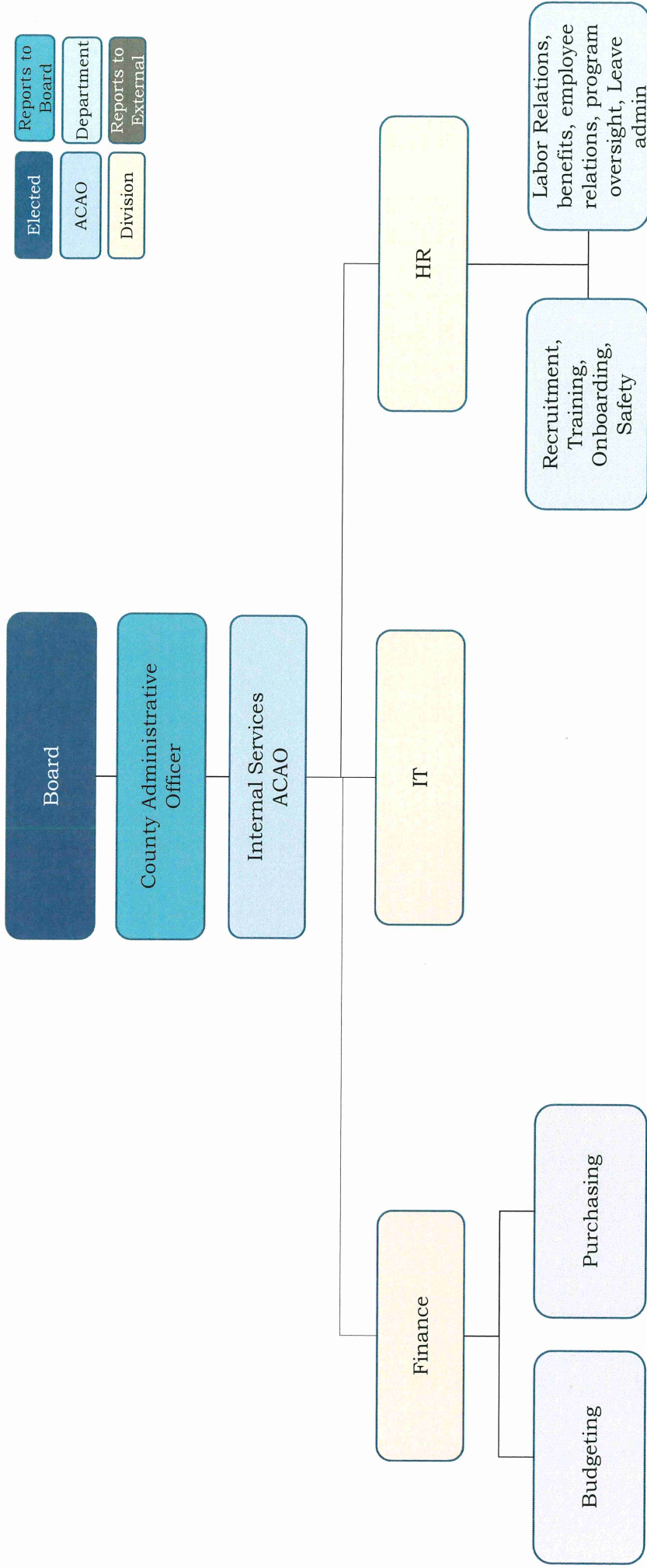
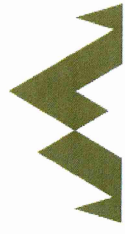
Summary of Changes

Consolidated HR: This department would include both HHSA HR and County HR, which have traditionally operated independent from one another across different areas of the County.

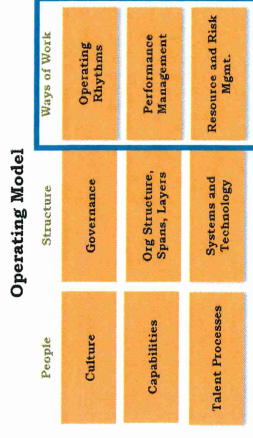
Purchasing Function: The purchasing function, currently an unofficial function in-part handled in the Auditor's Office, should be added to the Internal Services department, with staff being designated to meet these responsibilities.

Departmental Management: The department should be managed by **one ACAO** who would report to the CAO.

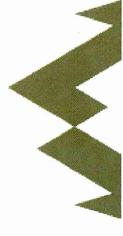
Administration Chart



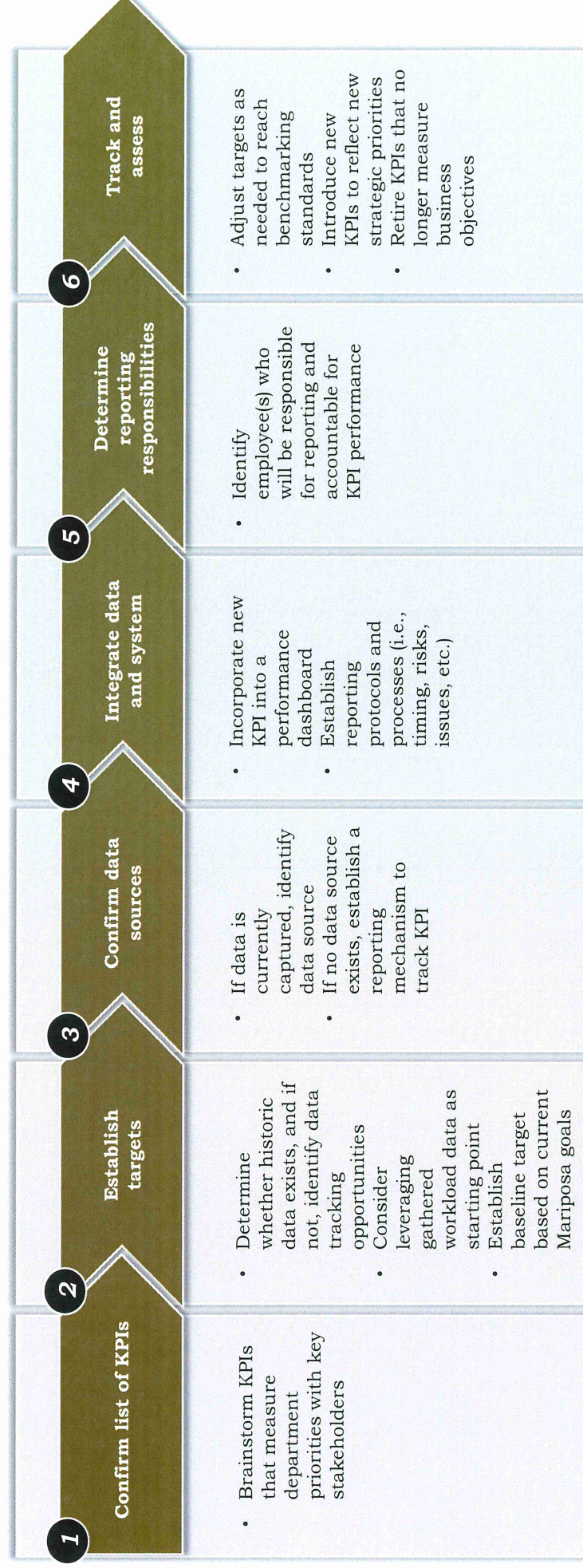
Recommendations: Ways of Working



Creation and Rollout of KPIs

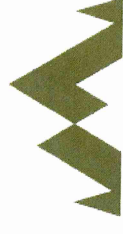


The County would benefit from the creation of Key Performance Indicators (KPIs) across all departments to better set goals aligned to the overall strategy and track progress. KPIs can work to manage County priorities, better document needs, and assess performance.



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Performance Management Roadmap



Mariposa should lay the foundation of its performance management model, which will move the County towards an integrated performance management structure down the road.

Process	Year 1	Year 2	Year 3	Year 4	Year 5
Phase 1: Establish behavior, principles, and standard practices					
1. Establish Policies & Process					
2. Create Performance Management Architecture					
3. Establish KPIs and Targets					
4. Imbed into Governance Structure					
5. Conduct Organizational Change Management					
Phase 2: Integrate systems & add more KPIs					
6. Integrate Systems					
7. Refresh and Expand KPIs					



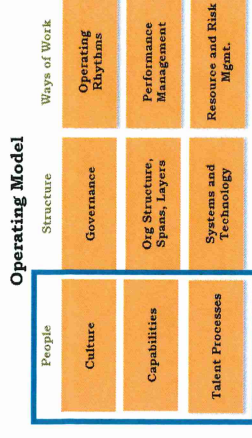
First Wave of KPIs



Below is an initial set of recommended KPIs the County can establish and track.



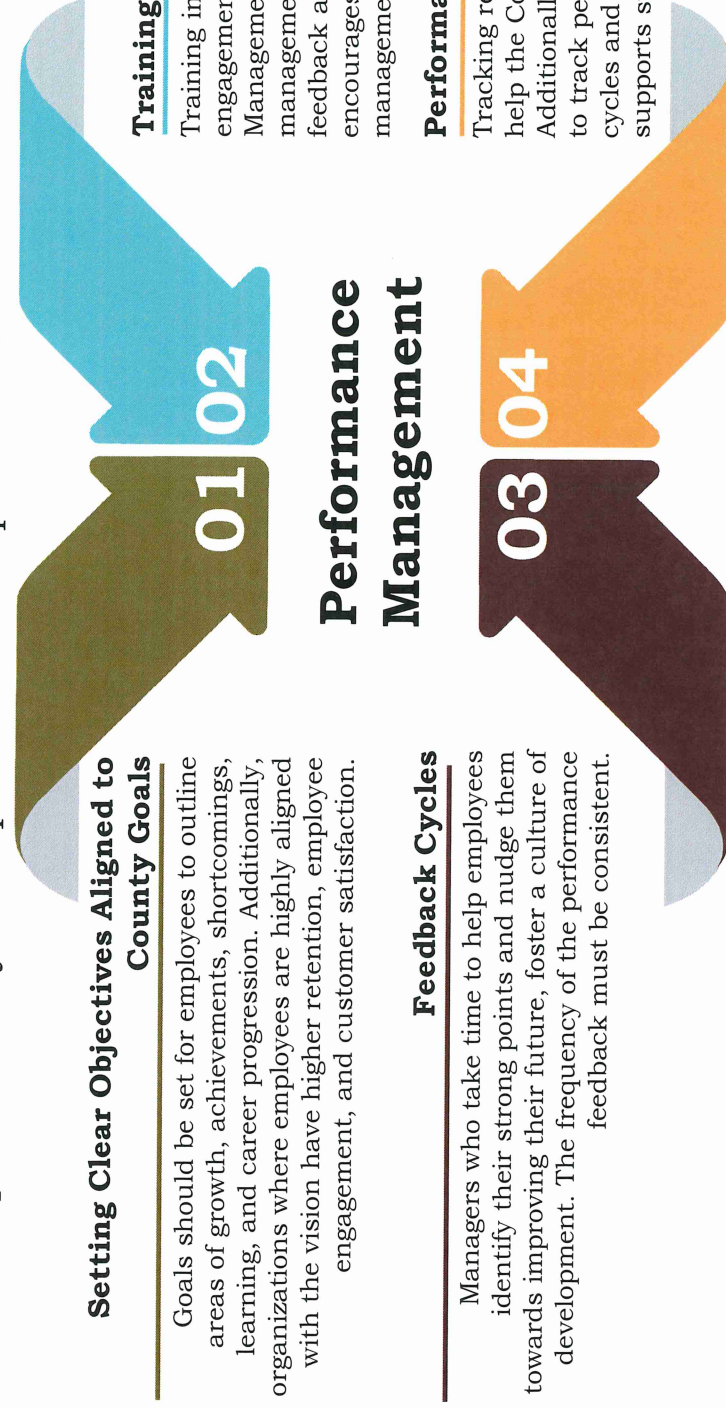
Mariposa County: People



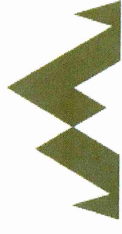
Performance Management



At the staff level, standardized processes for performance management based in best practices can promote a culture of continuous improvement, increase employee retention, and help the County meet performance expectations.



Performance Management



For Mariposa, the following strategies will work best to implement each of the key performance management components.

Define Goals

Establish meaningful and measurable individual goals that are aligned with organizational goals.



Assess Performance

Measure performance and evaluate frequently based on direct observations, customer or peer feedback, and position-specific metrics.



Engage and Praise

Continuously engage employees by providing transparent feedback on strengths and opportunities to support career growth; recognize employees based on level of performance and a defined calibration process.



Manage

Manage performance through regular feedback and accountability for meeting goals, while addressing performance issues in a timely manner.



Develop

Identify learning and development opportunities to support career growth and goal achievement. Develop plans to achieve learning milestones that are realistic and align with career goals.



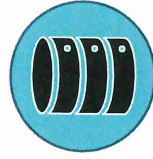
Performance Management

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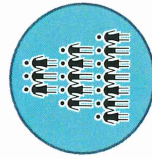
Better Align Budget Practices



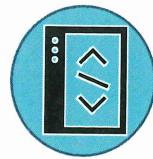
Given the decentralized nature of the budget process in Mariposa, Guidehouse recommends creating a Budget Community of Practice (CoP). This CoP would meet regularly to encourage greater alignment in budgetary practices, tools, and templates, and to share tips and tricks.



Shared Database: Consider creating a County-wide SharePoint page where the Budget CoP may live. This is where resources and programming for CoP sessions can be posted.



Staff Recruitment: Designate budget staff from each department to lead and/or consume CoP programming, with support from other staff involved.

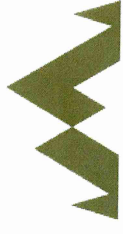


Programming: Regularly host Budget CoP programming related to the work processes, tools, and techniques being discussed. This can include presentations on current work, brainstorming sessions on existing challenges, or including external guest speakers to discuss related topics.

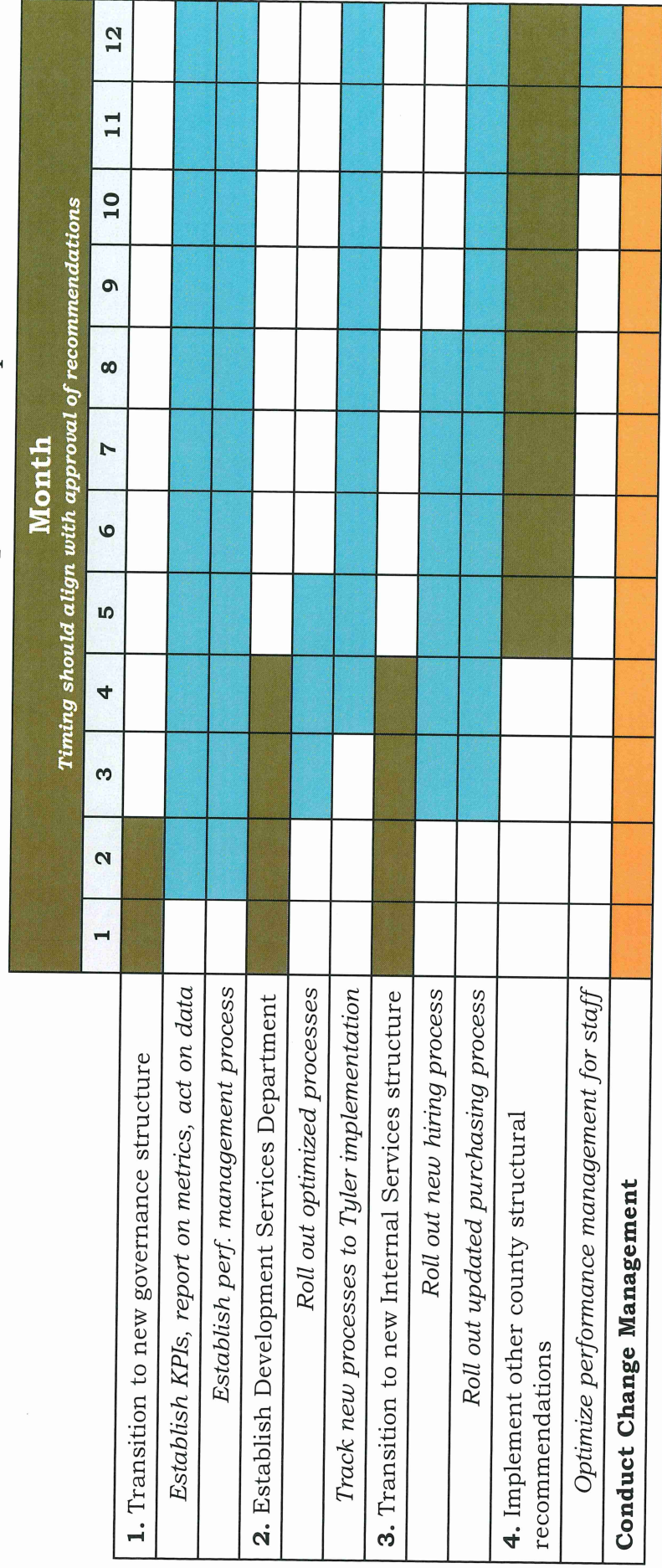
Implementation

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Implementation Roadmap



This Gantt Chart provides a recommended implementation timeline for all activities related to transitioning to the updated organizational model and departmental processes.



Key:

Structure

Process

OCM

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-297

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy

RECOMMENDATION AND JUSTIFICATION

Approve the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy.

Mariposa County has an inherent interest in creating a safe work environment, including drugs in the workplace. To this end, in partnership with the County employee unions, Mariposa County has implemented MOU-specific drug and alcohol testing policies in addition to one specifically designed for those covered under the Department of Transportation (DOT) regulations, *Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions*. The table below outlines the differences between the union-specific and Department of Transportation drug and alcohol testing policies.

Testing Indication	Mariposa County Union Specific Drug and Alcohol Testing Policies (<i>Sheriff's Management Association (SMA), Service Employees International Union (SEIU) Local 521, Managerial & Confidential Organization (MCMCO), And Deputy Sheriff's Association (DSA)</i>)	Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions (<i>Department of Transportation Regulated Positions</i>)
Reasonable Suspicion	Yes	Yes
Post-Accident	Yes	Yes
Random	No	Yes
Pre-Employment	Specifies "safety-sensitive" positions may be pre-employment tested, although a list of safety sensitive (non-DOT) positions does not exist.	Yes

All four (4) union-specific drug and alcohol testing policies specify,

"the County has a special need to require certain job applicants to take a drug and alcohol test after a conditional job offer has been made. This requirement applies to all external applicants for jobs classified by the County as safety-sensitive positions (including, but not limited to, those jobs where individuals perform work that involves a danger to the public (for example, operation of dangerous instrumentalities such as heavy trucks used to transport hazardous material, work requiring national security, and work involving the enforcement of drug laws) and those jobs that can directly influence children (for example, working directly with children and overseeing those who work directly with children)." (Page 3 - 4)

As a result, the *Administration of Non-DOT Safety-Sensitive Employee Designation List* was created to

ensure the County is performing pre-employment drug testing for positions with the following functions or duties (*The following list contains the four (4) primary criteria, yet the detail of each is abbreviated*):

- a. Require a firearm (Peace Officer) as defined by Penal Code Section sections 830.2(d) and 830.5.
- b. Regular requires the operation of a county vehicle as a function of employment. (regularly defined as Four (4) or more days a week, twenty or more miles driven per week, or thirty percent (30%) of driving miles includes one or more non-County ("employee") passengers.)
- c. Frequently supervise children and individuals without the ability to consent or refuse treatment or surgery, operate/maintain mechanical equipment or engine-driven machines with the potential to cause injury, and handle hazardous chemicals or other hazardous materials.
- d. Involve a greater than average level of trust, responsibility for, or impact on the health and safety of others, and errors in judgment, inattentiveness, or diminished coordination, dexterity, or composure while performing their duties could clearly result in mistakes that would endanger the health and safety of others and employees in these positions work with such independence or perform such tasks that it cannot be safely assumed that a supervisor or another employee could prevent such mistakes.

The new policy does not impact those in non-safety-sensitive positions, those regulated per the current Safety-Sensitive DOT drug testing policy, or current employees. After the initial creation of the list, *Appendix A, Add/Modify/Remove Non-DOT Safety-Sensitive Designation form*, will be utilized to provide supporting documentation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Prior to this policy, the County had not implemented a policy regarding the inclusion or exclusion of individuals identified in non-DOT Safety-Sensitive positions

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not Approve: Only individuals regulated under the Department of Transportation will be pre-employment drug tested.

FINANCIAL IMPACT

Each post-conditional offer applicant required to be tested will incur a cost, which ranges from about \$40.00 to \$60.00, the latter being a positive test result.

ATTACHMENTS

1. **Administration of Non-DOT Safety-Sensitive Employee Designation List Policy
_06182024_Draft**

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

Administration of Non-DOT Safety-Sensitive Employee Designation List Policy

A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

Mariposa County is committed to providing its employees with a safe and healthy work environment while providing quality service to the public. Substance abuse can detrimentally affect this commitment. Union and County, substance abuse policies, provide for testing due to reasonable suspicion, post-accident, and post-conditional employment testing for Department of Transportation (DOT) regulated applicants.

This policy establishes safety-sensitive criteria for non-DOT regulated classifications where alcohol or drug-affected performance is more likely than non-safety-sensitive positions to endanger the health and safety of employees and the community. As a result, applicants for safety-sensitive positions receiving conditional employment offers will be subject to substance abuse testing.

Nothing in this policy precludes the County from performing post-accident, reasonable suspicion, or drug and alcohol testing under Mariposa County authority and applicable union drug testing MOU policies.

B. APPLICABILITY

This policy includes all Mariposa County employees except positions regulated under the authority of the Department of Transportation (DOT), including employees, applicants, and existing employees transferring to positions that function under the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655 and 49 CFR Part 382 for Federal Motor Carrier Safety Administration (FMCSA).

C. DEFINITIONS

Safety-sensitive: Individuals meeting one or more criteria in Part E. **SAFETY-SENSITIVE CRITERIA.**

AB-2188 Compliant drug testing panel: Conducted under Mariposa County authority in compliance with AB-2188. The drugs tested are cocaine, opioids, opioids amphetamines, active marijuana components¹, and phencyclidine. Procedures will follow lab standards absent testing for non-active marijuana metabolites. (¹*Active Marijuana components will be tested upon the availability of a Health and Human Services-approved test and after meeting and conferring with all relevant labor unions. As of the implementation of this policy, the marijuana drug test will not be performed in the non-USDOT panel.*)

D. SAFETY-SENSITIVE LIST ESTABLISHMENT

Upon policy implementation, the directors of each department will be provided a list of department-specific classifications. The department head will confirm the accuracy of the safety-sensitive designated classifications. When completed, the form will be returned to Human Resources for processing. *(The implementation process specified will occur in place of the procedural steps specified in steps A and B).*

E. SAFETY-SENSITIVE CRITERIA

The following criteria are used in designating positions as “safety-sensitive”:

1. Require a firearm (Peace Officer), as defined by the Penal Code sections 830.2(d) and 830.5, and other positions in which drug or alcohol-affected performance could endanger the health and safety of others.
2. Regularly require the operation of a county vehicle as a function of employment under any of the following circumstances:

- a. Four (4) or more days a week, or
 - b. twenty or more miles driven per week or
 - c. thirty percent (30%) of driving miles include one or more non-county passenger(s).
3. Frequently:
- a. Supervise, direct, or assume the role of *In loco parentis*, with children (age 17 and younger) as a function of the position's regular job duties, or care for, work with, or supervise individuals who cannot consent per Cal. Code Regs. Tit. 9, § 840 - *Capacity to Consent or Refuse Consent to Recommended Treatment or Surgery*.
 - b. Operate/use/maintain mechanical equipment or engine-driven machines with the potential to cause significant bodily injury.
 - c. Handle hazardous chemicals or other hazardous materials.
4. Positions with duties that have the following general characteristics:
- a. Involve a greater than average level of trust, responsibility for, or impact on the health and safety of others; and
 - b. errors in judgment, inattentiveness, or diminished coordination, dexterity, or composure while performing their duties could clearly result in mistakes that would endanger the health and safety of others; and
 - c. employees in these positions work with such independence or perform such tasks that it cannot be safely assumed that a supervisor or another employee could prevent such mistakes.

F. MODIFY SAFETY-SENSITIVE POSITION

Positions shall be identified as sensitive through the following process:

1. Positions may be designated as safety-sensitive by submitting an *Add/Modify/Remove Non-DOT Safety Sensitive Designation form* contained in APPENDIX-E. Completed forms will be submitted to Human Resources for final approval.
2. Identifying safety-sensitive criteria for a classification within a department will occur as follows:
 - a. Safety-sensitive criteria that apply to a department job classification will be identified with an "X," signifying that the criteria apply to all individuals within that job classification within the department.
 - b. Classifications that contain one or more individuals that meet the criteria, but not all, within the job classification will be marked with an "X" in the "Yes*" (YES Asterisk) column. The "Yes*" designation signifies when the job description is posted within the department, the department will request the position's sensitive status and notify the union representative of the determination.
3. Subject to Human Resources Department approval, the classifications will be reviewed to confirm subsection compliance.
4. Union representatives shall receive initial notice that a department classification has been identified as sensitive and shall be given 30 days to respond.
5. Once a position has been designated safety-sensitive, Human Resources and the department shall take measures to reasonably and likely ensure that future appointees are aware that it is sensitive and are informed of the provisions of this article.

(Note: Designating a department-level classification as safety-sensitive will not affect incumbents or those promoted, demoted, or transferred. In the rare instances that a position becomes reclassified as a

safety-sensitive DOT position, an incumbent would be required to take a USDOT-compliant drug screen to perform the position's duties. *See MARIPOSA COUNTY DRUG AND ALCOHOL TESTING POLICY FOR SAFETY-SENSITIVE POSITIONS for more information regarding safety-sensitive DOT drug testing).*

G. APPENDIXES

APPENDIX A - Add/Modify/Remove Non-DOT Safety-Sensitive Designation

APPENDIX - A **ADD/MODIFY/REMOVE NON-DOT SAFETY-SENSITIVE** **DESIGNATION**

Department

Division

Contact for revision request

Telephone

Email

Classification to be revised.

(Place an (X) beside each criterion below as applicable to the specified position. Select "Yes" for classifications where one or more individuals, but not all, meet the listed criteria)*

Safety-Sensitive Criteria	Yes	Yes*
1. Require a firearm (Peace Officer), as defined by the Penal Code sections 830.2(d) and 830.5, and other positions in which drug or alcohol-affected performance could endanger the health and safety of others.		
2. Regularly require the operation of a county vehicle as a function of employment under any of the following circumstances: a. Four (4) or more days a week, or b. Twenty or more miles driven per week; or c. Thirty percent (30%) of driving miles include one or more non-county passenger(s).		
3. Frequently: a. Supervise, direct, or assume the role of <i>In loco parentis</i> , with children (age 17 and younger) as a function of the position's regular job duties, or care for, work with, or supervise individuals who cannot consent per Cal. Code Regs. Tit. 9, § 840 - <i>Capacity to Consent or Refuse Consent to Recommended Treatment or Surgery</i> . b. Operate/use/maintain mechanical equipment or engine-driven machines with the potential to cause significant bodily injury.		
4. Positions with duties that have the following general characteristics: a. involve a greater than average level of trust, responsibility for, or impact on the health and safety of others; and b. errors in judgment, inattentiveness, or diminished coordination, dexterity, or composure while performing their duties could clearly result in mistakes that would endanger the health and safety of others; and c. employees in these positions work with such independence or perform such tasks that it cannot be safely assumed that a supervisor or another employee could prevent such mistakes.		

Supporting Details (Required for removal of safety-sensitive designation.)

Position Supervisor

Signature

Date

Department Director

Signature

Date

***** DO NOT WRITE BELOW – FOR HR USE *****

☐ In progress

☐ Need more information: _____

☐ Complete

Director of Human Resources

Signature

Date



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-298

MEETING: July 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt a Resolution of Intention to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Approve Publication of a Notice of Intention to Purchase Said Real Property.

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Approve Publication of a Notice of Intention to Purchase Said Real Property.

The Spring Hill School Site is owned by the Mariposa County Unified School District (MCUSD). Through an agreement with MCUSD, the County of Mariposa uses the site as the headquarters of the Mariposa County Fire Department, including use of secured storage space for emergency and safety equipment, and access to seven training classrooms, one gymnasium, additional storage buildings, and an administrative building. The Mariposa County Fire Department, under a cooperative agreement with the California Department of Forestry and Fire Protection (CAL FIRE), manages fire prevention and suppression operations from this site.

MCUSD declared the property to be surplus in its Resolution No. 24-24 dated February 8, 2024, and published a notice of intent to sell. The appraised value and purchase price is \$350,000.

Given the need to continue Mariposa County Fire Department operations at the Spring Hill School Site, and the agreeable purchase price, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2019-209 dated April 16, 2019 approved the Spring Hill License Agreement between the MCUSD and the County of Mariposa, establishing use of the site for the Mariposa County Fire Department.

Cooperative Fire Programs Fire Protection Reimbursement Agreement CA06229 dated June 6, 2023 describes the relationship between CAL FIRE and the County of Mariposa for the fire prevention and suppression operations that are headquartered at the Spring Hill School Site.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. This property will not be purchased by the County. MCUSD will put the site up for

public bid, and the Mariposa County Fire Department will need to relocate.

FINANCIAL IMPACT

No general fund dollars are requested. Merced Irrigation District (MID) settlement funds will be utilized.

ATTACHMENTS

1. **Spring Hill Resolution of Intention to Purchase**
2. **Spring Hill Notice of Intention to Purchase**
3. **Spring Hill legal property description**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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

MARIPOSA COUNTY

RESOLUTION NUMBER 24-_____

**RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY AT
SPRING HILL SCHOOL SITE**

WHEREAS, Mariposa County Unified School District (“Seller”) is the owner of that certain real property consisting of approximately 3.7 acres located at 4802 Highway 140, Mariposa, California, commonly known as Assessor’s Parcel Number 012-180-055 (“the Property”); and

WHEREAS, the County of Mariposa, a political subdivision of the State of California (“Buyer”), desires to purchase the Property to continue to use the Property as the Headquarters of the Mariposa County Fire Department; and

WHEREAS, Buyer and Seller have voluntarily agreed to enter a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth therein.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Intends to purchase the Property at a price of \$350,000; and
2. Authorizes the Clerk of the Board to publish the attached Notice of Intention to purchase real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
3. Sets August 13, 2024, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to consider the purchase.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 9th day of July, 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu, Clerk of the Board

Steven W. Dahlem, County Counsel

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to purchase the following real property:

Address: 4802 Highway 140, Mariposa, California

APN: 012-180-055

Size: 3.7 acres

Location: 4802 Highway 140, Mariposa, California

Seller: Mariposa County Unified School District

Price: \$350,000

The Mariposa County Board of Supervisors intends to purchase the real property in accordance with the terms and conditions set forth in a Purchase and Sale Agreement. A public hearing to consider the purchase will be held on August 13, 2024, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA).

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

20191161

MCUSD Resident
Parcel APN: 012-180-055

Exhibit "A"

All that real property situated in a portion of Projected Section 26, Township 5 South, Range 11 East, Rancho Las Mariposas, County of Mariposa, State of California, described as follows:

A tract of land situated on the North 1/2 of Projected Section 26, T.5S., R.18E., M.D.B.&M., Rancho Las Mariposas, Mariposa County, California, being the "Lands of Mariposa County Unified School District" as described in that certain Grant Deed recorded October 9, 1984, in Volume 264 of Official Records at Page 579, Mariposa County Records and being shown as that certain 3.70 acre parcel on the Record of Survey for Mariposa County Unified School District, filed in the Book of Maps at Page 2237, Mariposa County Records, being more particularly described as follows:

Commencing at a concrete monument set to mark the southerly right-of-way boundary of State Highway 140, at engineering station 357+30.18, said monument also bearing South 48° 35' 51" West, 3003.06 feet from the northeast corner of said projected section 26, thence along said southerly right-of-way boundary, through a curve, concave to the north, with a radius of 1075.00 feet, through a central angle of 08° 54' 48", an arc distance of 188.00 feet to the point of beginning, being a point on the curve of said southerly right-of-way boundary, with a radial bearing of North 02° 28' 12" East, thence leaving said southerly right-of-way boundary South 08° 21' 54" West, 292.00 feet, thence South 83° 39' 05" East, 210.00 feet, thence North 69° 17' 08" East, 422.10 feet, thence North 16° 11' 35" West, 207.00 feet to a point on said southerly right-of-way boundary, said point being on a curve with a radial bearing of North 24° 12' 45" West, thence along said southerly right-of-way boundary, through a curve, concave to the northwest, with a radius of 1075.00 feet, through a central angle of 26° 38' 57", an arc distance of 500.00 feet to the point of beginning, containing 3.70 acres more or less.

TOGETHER WITH a portion of Parcel 1 of that certain Parcel Map for Frank Long, Jr. and Frances R. Long, recorded September 5th, 1997 in Book 27 of Parcel Maps at Page 20, Mariposa County Records, being more particularly described as follows:

BEGINNING at a point on the northerly boundary of said Parcel 1 from which the northwesterly most corner of said Parcel 1 bears N. 83° 39' 00" W., 171.61 feet; thence along the northerly line of said Parcel 1, S. 83° 39' 05" E., 38.39 feet to an angle point therein; thence along the northerly line of said Parcel 1, N. 69° 17' 08" E., 136.17 feet; thence leaving said northerly boundary, S. 15° 10' 05" W., 72.38 feet, thence S. 73° 50' 05" W., 98.53 feet, thence N. 45° 34' 53" W., 75.43 feet; to the POINT OF BEGINNING.

EXCEPTING THEREFROM A portion of the "Lands of Mariposa County Unified School District" as described in that certain Grant Deed recorded October 9, 1984, in Volume 264 of Official Records at Page 579, Mariposa County Records and being shown as that certain 3.70 acre parcel on the Record of Survey for Mariposa County Unified School District, filed March 13, 1986 in the Book of Maps at Page 2237, Mariposa County Records, being more particularly described as follows:

BEGINNING at the northwest corner of said "Lands of Mariposa County Unified School District", said corner being a point on the southerly right-of-way of State Highway 140, thence along the northerly line of said Lands and said southerly right-of-way in an easterly direction along the arc of a 1075.00 foot radius curve, concave northerly, having a chord bearing of N. 89° 23' 55" E., and a chord distance of 113.95, having a central angle of 08° 04' 34" and an arc length of 114.00 feet;

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thence leaving said right-of-way, S 03°38'22"E, 60.00 feet, thence in a westerly direction along the arc of a 1135.00 foot radius non-tangent curve concave northerly, having a chord bearing of S.89°33'30"W and a chord distance of 126.53, having a central angle of 06°23'26" and an arc length of 126.59 feet to a point on the westerly boundary of said "Lands of Mariposa County Unified School District", thence along said westerly boundary, N 08°21'54"E, 60.30 feet to the POINT OF BEGINNING.

The above described parcel of land is intended to encompass the same area as that contain "Non-Exclusive Public Access & Utility Easement" described in the hereinabove referenced Grant Deed and as shown on said hereinabove referenced Record of Survey

Containing 3.70 Acres More or Less

Subject to any rights-of-way or easements of record or legally acquired

END OF DESCRIPTION

This description was prepared by me or under my direction


Nicholas A. Vanlandingham
Date: 4/26/2018





MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: July 9, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☐ 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 COUNTY LABOR NEGOTIATOR

Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO),

Service Employees International Union (SEIU)

Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

☐ 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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None