Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
OCTOBER 15, 2024

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

Chair Menetrey called the meeting to order. He noted Supervisor Poe was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Excused	
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

None.

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

Chair Menetrey read the consent agenda note. He noted there were two items that required a 4/5th vote.

Public comment was received by Jeremy Briese/Sheriff who gave a brief report on the "Red Ribbon Week" proclamation.

Heather Livingston/Mariposa Safe Families introduced a group of young people who gave a collective speech on the dangers of substance abuse and promoted Red ribbon week.

Supervisor Smallcombe commented on CA. 3 acknowledging Mr. Kehoe, noting she remembers talking about this 6 or more years ago. She noted she was pleased to hear it then and pleased to see it come back. She

noted this allows them to keep over 100 fallible tax forms available to the taxpayers on the county website.

Supervisor Forsythe commented on CA. 16. He thanked Ms. Livingston for bringing these folks, and thanked the young folks for their speech. He noted this society is crazy with the stress social media cause for children. He noted he had 11 grandchildren and thanked the young individuals for being good role models.

RESULT:	**Adopted**
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
EXCUSED:	District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action to Correct Fund Numbers (4/5ths Vote Required)

CA3. **Assessor/Recorder**

Approve a Memorandum of Understanding (MOU), Between the Members of the California Assessor's Association and the State Board of Equalization for a Shared Systems Contract; and Authorize the Board of Supervisors Chair or the County Assessor to Sign the MOU

CA4. **Clerk of the Board**

Ratify a Letter of Support for First 5 California Funding

CA5. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July, August and September of 2024

CA6. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July, August and September of 2024

CA7. **Clerk of the Board**

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

CA8. **Clerk of the Board**

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

CA9. **Health and Human Services Agency**

Approve the Dissolution of the Emergency Medical Care Committee (EMCC)

CA10. **Health and Human Services Agency**

Approve an Agreement with the California Department of Health Care Services (DHCS) for Medi-Cal Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve the Second Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to the Addition of CLEAR; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve the Fifth and Sixth Amendments to a Standard Agreement with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendment(s) for C-2 Home Delivered Meals and IIB Transportation Services for Fiscal Year 23-24

CA13. **Library**

Accept Grant Award from the California State Library in the Amount of $7,807; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($7,807) (4/5th Vote Required)

CA14. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206.00 for the Mariposa Elementary School Parade on October 31, 2024, from 10:00 AM to 11:00 AM

CA15. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206.00 for the Annual Coulterville Trunk or Treat Event to be Held on October 26, 2024, from 5:00 PM to 10:00 PM

CA16. **Sheriff's Office**

Proclaim the Week of October 23rd Through October 31st, 2024, as "RED RIBBON WEEK"

CA17. **Sheriff's Office**

Approve First Amendment to Agreement with Mark43, Increasing the Amount by $30,822.53 for a New Amount Not to Exceed $1,125,154.53 for the Sheriff's Office Records Management and Computer Aided Dispatching System; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave an update, noting permitting would be closed for change over to the online system at the end of October. He noted there is an Accessory Dwelling Unit (ADU) tab as well as an appointment system on the website. He noted it is an important item. He noted the Cal LAFCo conference would be taking place a Tenaya Lodge.

Ira Jones/4-H Coordinator gave a brief report on 4-H. He noted they celebrated National 4-H week. He noted the 4-H programs have been busy and all children did a great job in the Junior Livestock Auction. He noted some of the events have been fundraisers. Mr. Jones noted has the transition from the busy season, they will begin to promote enrollments. He then discussed other events coming up.

Steve Ward/Cal Fire/Mariposa Fire updated the Board, noting that County Fire continues to work with the Fleet department to make headway on the replacement of old equipment and reducing old equipment not utilized. He noted two new pieces are coming in, one small rescue engine for Don Pedro. He noted they've ordered another piece of equipment that can be utilized with Wildfire. He noted we have excess and are looking to sell a type one engine. He noted for volunteers and the County Fire program, there are 51 individuals. 10 reserves, 20 firefighters, and 11 support members. He noted that fire season is still here, although it is getting colder, and reminded the public to be vigilant.

Jonathan Farrington/Yosemite Tourism Bureau gave an update. He noted they have been working on refreshing their branding. He noted further they are working on the economic vitality strategy and community outreach. He noted Mariposa was featured on the today show for leaf peeping. He noted the Wawona Hotel being closed could impact TOT collection by nearly 600,000. He noted Kevin Shelton was leaving the Board as he volunteers in so many capacities.

Gil Peirsol/Commander California Highway Patrol complimented Heather and her group. He noted this was his final attendance at the Mariposa Board of Supervisors meeting. He is headed to Bakersfield. He thanked the Board; he noted the way this community comes together is truly impressive. He noted it has been an honor to work with everyone. Commander Peirsol noted he does not have a successor to introduced but the Highway Patrol is working on it. He thanked the Board and the community.

Jacob Hawley/Chamber of Commerce noted there is a big volleyball game tonight. He noted the car show and cruise night was coming up. He noted the reservation system for the park is over. He noted they are down in numbers, but up in reservations.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:41 AM Chair Menetrey recessed the Board meeting and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

9:42 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve an Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed $333,770 for Consulting Services; Approve Initial Deposit with Twiss Realty Group in the Amount of $3,558 to Secure Project Location; Authorize the LTC Chair to Sign both Agreements; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue for the Zero Emission Transit Yard Project ($2,571,256)(4/5ths Vote Required)

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment was received.

RESULT:	**Adopted**
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
EXCUSED:	District II Supervisor Poe

Adjourn LTC

9:47 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:47 AM Chair Menetrey reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Public Works**

Approve a Change in Traffic Circulation on Seventh Street; and Authorize the Director of Public Works and Transportation to Install Any Necessary Signs and Markings in Accordance with Sections 21351 and 21355 of California Vehicle Code

Shannon Hansen/Public Works and Transportation Director gave the staff report. She gave the Board a few options and noted, staff, is recommending option #3, which was one way traffic traveling up with angled

parking. She noted it would add additional parking and also noted they have spoken with the property owners and option three is also the preferred. She noted she has spoken to property owners and option 3 is their preferred.

Chair Menetrey noted for the record that 7th Street is on the corner of subway and the recommended one way traffic would head up toward River Rock.

Public Comment Jeff Davidson/Gem shop and MPUD (building owner) noted it is zoned commercial and residential. He noted he is requesting a designated parking spot, ideally two for his wife and him either on 7th street. He noted they live in the home and would like to ensure they have a parking space.

Board discussion ensued. Director Hansen noted she would have a conversation with the tenant.

DIRECTION: The Board approved staff approved option 3.

RESULT:	**Adopted**
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
EXCUSED:	District II Supervisor Poe

2. **Assessor/Recorder**

Approve an Agreement with Tyler Technologies in the Amount of $185,035 for Upgraded Recording System for County Recorder; and Authorize the Board of Supervisors Chair to Sign the Agreement

Vince Kehoe/Assessor-Recorder gave the staff report. No public comment.

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

3. **County Counsel**

Waive First Reading and Introduce an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking" (Supervisor Forsythe)

Steve Dahlem/County Counsel gave a brief report and introduced Kevin Briggs/Assistant County Counsel who gave the staff report.

Public comment received from Jonathan Noel/Resident who asked if this would interfere with him camping on his own property.

Assistant Counsel Briggs noted this ordinance does not prohibit the owners, leases or someone with written permission from camping on private property.

Board discussion ensued.

RESULT: INTRODUCED

4. **Administration**

Approve a Budget Action Re-Establishing a Measure M Fund 3651 for $3,977,645 and Recognizing Expenditures Budgeted to be Covered by Measure M Funds (4/5's Vote Required)

Joe Lynch/County Administrative Officer gave the staff report.

Public comment received by Jonathan Noel who asked how long had this fund as been in place? He noted if individuals were requesting line item expenditures how would they know? He noted he was glad people were "waking up to the fact to know where their money is being spent."

Leigh Westerlund/Assistant CAO noted that the transfer recognizes the full Measure M revenue amount and is transferring it appropriately.

RESULT:	**Adopted**
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
EXCUSED:	District II Supervisor Poe

5. **Administration**

Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System

Leigh Westerlund gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

6. **Administration**

Discussion and Direction on the Implementation of Moving to a Strong County Administrative Officer (CAO) Model; and Possible Approval of the Revised County Administrative Officer (CAO) Classification for the Administration Department, Effective Immediately

11:15 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:21 AM.

Joe Lynch gave the staff report and a PowerPoint Presentation. Abel Del Real-Nava/Assistant CAO/Human Resources Director noted this is the foundation of the Boards direction. He gave a further staff report.

In response to a question from Supervisor Forsythe, Counsel Dahlem noted there should be a carve out in the job description to remove County Counsel and Clerk of the Board as they will continue to answer directly to the Board. He also noted on Page 536 there is duplication language that would need to be corrected.

Public comment was received by Steve Ward/Cal Fire/County Fire who expressed his appreciation of this model. He noted his experience with span of control and noted he supported the strong CAO model.

Steve Engfer/Planning noted he started planning in 2000 or 2003. He noted he supports the strong CAO

model expressing his thought of an opportunity for the County to bring leadership as a whole. He noted he looks forward to the next steps and encouraged the Board to support it.

Leigh Westerlund/Assistant CAO noted the project is a poster child for consolidation. She noted it helps an organization think differently and do things as whole for the greater good.

Board discussion ensued. It was noted the Board would move to a strong CAO model, with the exception that the Board retains the final hiring and firing authority.

DIRECTION AND AMENDMENT: Staff is to move with the steps to transition to a Strong CAO model with the note that the Board retains the final hire and fire authority. The board directed staff to add under definitions in the job description "Except for clerk of the Board and County Counsel."

RESULT:	**Adopted**
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
EXCUSED:	District II Supervisor Poe

7. **Clerk of the Board**

Approve the Application Packet and Supporting Materials to Fill the Vacancy of the Mariposa County District Attorney Pursuant to Government Code Section 25304; Set the Application Deadline Date and Time; and Schedule Two Public Hearings to Consider Applications and Applicants

12:21 PM Danielle Bondshu/Clerk of the Board stepped away as clerk and Deanna Stickles/Deputy Clerk of the Board II stepped in as clerk.

Danielle Bondshu gave the staff report. She noted Counsel had located case law from 1895 and asked Counsel if it was appropriate to change the public hearing dates to when the new board was seated.

Steve Dahlem/County Counsel noted that was appropriate

Public comment was received by Jonathan Noel who asked if the public would be able to ask candidates questions.

Counsel Dahlem noted there is a public comment period just like any item, but no, there would not be a forum for direct questions from the public. He recommended if there were questions, the public ask during their comment for the Board to ask a specific question.

AMENDMENT: The Clerk of the Board reiterated the following deadlines with the change to dates:
Application period opens October 17th, 2024
Application period closes December 27th, 2024 at 5 PM
Public hearing one is scheduled for January 7th, 2025 at 2:00 PM
Public hearing two is scheduled for January 14th, 2025 at 2:00 PM if four or more applications are received.

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe

EXCUSED: District II Supervisor Poe

12:36 PM Deanna Stickles stepped away as clerk and Danielle Bondshu came back in as clerk.

J. Board Information

None.

K. Closed Session

12:37 PM Chair Menetrey read the closed session item. No public comment.

12:38 PM Chair Menetrey recessed the Board into closed session.

12:52 PM Chair Menetrey reconvened and noted no discussion was had, the item would be rescheduled.

1. **Administration**

   CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RESULT: WITHDRAWN

L. Adjournment

12:52 PM Chair Menetrey adjourned the meeting in memory of Saundra "Sandy" Taber and Louis Thompson.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-444

MEETING: October 15, 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 I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
EXCUSED:	District II Supervisor Shannon Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-445

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action to Correct Fund Numbers (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action to Correct Fund Numbers (4/5ths Vote Required).

Last minute changes to salary and benefit allocations were sent via email. In translating the information into the budget, the numbers were transposed. The correct fund is 3644. The fund used was 3466. This budget action corrects that error and allows salaries to be charged to the correct fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

Item 1582: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and salaries will be charged to the incorrect fund.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. 3466 to 3644 Correction - jl

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

EXCUSED: District II Supervisor Shannon Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3466	402	51111	Regular salaries and wages			1,833
3466	402	51202	Longevity Pay			8
3466	402	51215	Incentive Pay - PERS			96
3466	402	52101	Retirement - Employer			213
3466	402	52201	Medical - Active Employees			334
3466	402	52202	Dental - Active Employees			10
3466	402	52203	Vision - Active Employees			2
3466	402	52205	Life Insurance			1
3466	402	52206	Cash Cafeteria Plan			59
3466	402	52208	Medical Insurance Administrative Fee			2
3466	402	52301	Social Security Total			122
3466	402	52302	Medicare Total			29
3466	402	52303	SDI Total			22
3466	402	60201	Miscellaneous Expense		2,731	
3644	402	51111	Regular salaries and wages		1,833	
3644	402	51202	Longevity Pay		8	
3644	402	51215	Incentive Pay - PERS		96	
3644	402	52101	Retirement - Employer		213	
3644	402	52201	Medical - Active Employees		334	
3644	402	52202	Dental - Active Employees		10	
3644	402	52203	Vision - Active Employees		2	
3644	402	52205	Life Insurance		1	
3644	402	52206	Cash Cafeteria Plan		59	
3644	402	52208	Medical Insurance Administrative Fee		2	
3644	402	52301	Social Security Total		122	
3644	402	52302	Medicare Total		29	
3644	402	52303	SDI Total		22	
3644	402	60508	Client - Community Education and Engagement			2,731
				TOTALS	5,462	5,462

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

BUDGET ACTION FORM

TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE DATE 10/03/2024

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

NOTE

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-446

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor/Recorder

RE: Approve a Memorandum of Understanding (MOU), Between the Members of the California Assessor's Association and the State Board of Equalization for a Shared Systems Contract; and Authorize the Board of Supervisors Chair or the County Assessor to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), Between the Members of the California Assessor's Association and the State Board of Equalization for a Shared Systems Contract; and Authorize the Board of Supervisors Chair or the County Assessor to Sign the MOU

BACKGROUND AND HISTORY OF BOARD ACTIONS

This agreement is a renewal of an agreement previously signed by the County Assessor. The agreement allows the Assessor to continue to make available on the County Website over 100 taxpayer forms, such as the Preliminary Change of Ownership Report (PCOR) and Change in Ownership Statement (COS), which are statutorily required to be submitted with the transfer of any property, plus forms for individuals to use when applying for exemptions (Homeowner's, Veterans, Religious, Welfare, Claim for Parent-Child Transfer, etc.). The link to these forms is posted to the Assessor's page on the County website and is opened by clicking on the CAL Assessor e-Forms link. All forms are revised and updated as needed and available to taxpayers in fill-able PDF format.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The most current property tax related forms will not be available to our taxpayers. Unknown increased staff time to field phone calls and make forms available in some other way.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Calif. Assessor's Assn. - State Board of Equalization Shared Systems MOU 2024-2026

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

EXCUSED: District II Supervisor Shannon Poe

MEMORANDUM OF UNDERSTANDING
REGARDING THE CALIFORNIA COUNTY ASSESSORS
SHARED SYSTEMS CONTRACTS
DOCUMENT CONTROL DATE: JUNE 28, 2024

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this 28th day of June, 2024 by, between, and among the California Assessors' Association ("**CAA**"), the undersigned California Counties ("**Counties**") and the California Board of Equalization ("**BOE**") (each individually a "**party**" and collectively the "**parties**").

RECITALS

A. The Counties previously entered into joint powers agreements to cooperatively provide for the procurement and contracting for a vendor to provide identified information technology services, systems support and maintenance services to support the assessment functions ("**Shared Services**") performed by the California County Assessors ("**Participating Assessors**" or "**Assessor**"), each of which is an officer and agent of his or her respective County.

B. The CAA currently and will continue to contract with the vendor on behalf of the Counties for the Shared Services in that certain Technical Services and Systems Maintenance Support Agreement, as amended ("**Shared Services Agreement**"). The scope of work for the Shared Services Agreement is attached as Attachment A to this Agreement and incorporated by this reference The Counties have and will continue to reimburse the CAA for their respective shares of costs for the Shared Services Agreement as outlined in this MOU.

C. The parties desire to enter into this MOU to outline their respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

TERMS

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated herein.

2. Purpose of Memorandum of Understanding. The purpose of this MOU is to outline the parties' respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

3. Term. This MOU shall commence on July 1, 2024 and expire on June 30, 2026, unless otherwise terminated as provided herein. The parties may extend the term of this Agreement by written amendment. The Assessor for each County may approve such extended term for their respective County.

4. Administration.

a. This MOU shall be administered by the Vice-President of the CAA who shall be responsible for administering the Shared Services Agreement. A subcommittee shall be established by the CAA to oversee any material decisions of the Vice President under the Shared Services Agreement. The subcommittee may also request information from or provide direction to the Vice President regarding the Shared Services Agreement or this MOU.

b. The parties recognize that the costs associated with this MOU are shared costs approximately according to current e-Forms and BPS volume as detailed in **Attachment "B"**.

5. Payment For Performance. The CAA President is authorized to execute the Shared Services Agreement and to extend or amend the same. The annual not to exceed amount under the Shared Services Agreement shall be approved by the CAA and notice provided to the other parties.

Nothing in this MOU shall limit or prohibit the ability of a County from receiving extra data support services that are beyond the scope of this MOU, through the Shared Systems Agreement or otherwise. Such County shall be solely responsible for such costs as set forth in Section 6.

6. Participating Assessors' Share Of Costs. The respective share of the costs of services under this MOU to be paid by the Counties is as follows:

Ongoing/annual systems support and services costs: As provided for in Attachment B.

Each Assessor shall deposit his or her county's share of the first year's annual support costs of this MOU, in a project account to be established by the CAA, within thirty (30) days of the effective date of this MOU. Disbursements from this account shall be made only with the approval of the Vice President, who shall return any remaining principal and any accrued interest in the account upon expiration or termination of the MOU, in excess of account fees, to the Participating Assessors' Counties in proportion to the amount each contributed.

The Vice President shall provide to the Participating Assessors, upon request, copies of all billings submitted by and all payments made to any provider of services under this MOU. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Vice President.

7. Records Retention. Individual property owner or similar data (the "**assessor records**") shall be stored on-line for a term of seven (7) years, and each participant will provide notice to the Vice President in year six (6) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this MOU.

8. Assessor Records.

Data collected pursuant to this MOU will not be shared between the parties except as authorized by the Revenue & Taxation Code; and each Assessor's data is to be maintained separate and distinct to the individual County of each Assessor as provided by applicable law, including, but not limited to, Revenue & Taxation Code sections 408, 451 and 481.

The Vice President shall require that any provider of services contemplated by this MOU shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

9. Termination. Any party hereto may withdraw from this MOU by giving written notice by November 1st of each year to each of the other parties hereto. The parties recognize that the obligations and debts under this MOU are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this MOU. As to the impact on the distribution of annual costs, the Participating Assessors may adjust or redistribute these costs as set forth in Attachment B. Notwithstanding the MOU term stated in Section 3 hereof, the addition or deletion of any party to this MOU shall not affect this MOU nor the intent to contract as described above with the other Parties to the MOU then remaining.

10. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that

all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other counties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU.

For any claim, expense, cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions of the Vice President, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared in the same proportion to each party's cost contribution as set forth in this MOU.

Should the legality of this MOU be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the same proportion to each party's cost contribution as set forth in this MOU.

11. Cooperation Of Parties. The parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this MOU. In connection with this MOU, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this MOU.

12. Modification. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.

13. Successors And Assigns. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

14. Review For Legal Adequacy. Each party to this MOU acknowledges and agrees that this MOU has been reviewed by each party's respective legal counsel for legal adequacy.

15. Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this MOU by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this MOU. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this MOU.

16. Severability Provision. If any term or portion of this MOU is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

17. Signature In Counterparts. This MOU may be executed in counterparts by all parties. The MOU is effective as to any signatory party on execution and, for purposes of enforcement.

18. Notices. Any notice or other communication ("**Notice**") which any party may desire to give to the other party under this MOU must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the party to whom the Notice is directed, at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

19. Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

20. Venue. This MOU is made in Sacramento County, California. The venue for any legal action in state court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Sacramento. The venue for any legal action in federal court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Eastern District of California.

21. Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

22. Entirety of Contract. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[*SIGNATURE PAGE FOLLOWS*]

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

41	San Mateo		
42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-460

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for First 5 California Funding

---

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for First 5 California Funding.

The goal of this letter is to show support for a one-time, $25 million Stabilization Fund for local First 5 County Commissions (First 5). This fund would be available for First 5's that need near-term support to maintain critical local services and infrastructure to serve young children and their families.

The letter also expresses concern that First 5 California is moving forward with the $57 million public education campaign despite the financial situation of the First 5 Network and requests that this be paused while the stabilization fund conversations are ongoing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. First 5 California Funding

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

EXCUSED: District II Supervisor Shannon Poe

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

October 9th, 2024

First 5 California
Attn: Katie Albright, J.D., Chair
2389 Gateway Oaks Drive
Sacramento, CA 95833

Dear Chair Albright:

We are writing in support of First 5 California establishing a one-time, $25 million Stabilization Fund for local First 5 County Commissions (First 5s). This fund would be available for First 5s that need near-term support to maintain critical local services and infrastructure to serve young children and their families. We are also concerned that First 5 California is moving forward with the $57 million public education campaign despite the financial situation of the First 5 Network. We request that this be paused while the stabilization fund conversations are ongoing.

As the First 5 Association Network has shared for over a year with F5 California, county-local First 5s are struggling to continue the services and support for our state's children. The majority, 60%, of county First 5s, representing 90% of California's 0-5 population, report that their communities will experience community investment cuts this year and next year. As a result, the First 5 Association, including the Network proposed a $25 million Stabilization Fund for the Commission's consideration at your August 2024 Commission meeting. This was not voted on and moved to a future date. This proposal has been a culmination of months of trying to raise this issue with you and the Commission staff without success.

The governing statute of First 5 allows flexibility for the Commission to reallocate funding to the "Unallocated Account," which the statute further states may be spent for purposes that promote, support, and improve the early development of children from the prenatal stage to five years of age. Considering this expressly authorized flexibility and the unprecedented revenue decline that is jeopardizing the future of the First 5 Network, we request that you reconsider moving forward with the public education campaign by canceling the RFP that was released in July but has not yet been awarded and instead consider spending your limited funds on the $25 million Stabilization Fund that has local support.

We, as County Supervisors, look to partner with you in maintaining our First 5s throughout California and ensuring families receive the critical support they need as they raise their children, especially in their first five years of life, as they are critical for a child's development.

Thank you, and I look forward to partnering with you on this request.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July, August and September of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July, August and September of 2024.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Software as a Licence Report 10-15-24**

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
EXCUSED:	District II Supervisor Shannon Poe

Software Report

Board Agenda Item for (10-15-24)

Contractor	Amount	Term	Service	Department
CDWG for Symantec Licenses Renewal	$11,700	7/21/2024 - 7/22/2025	CDWG for Symantec Licenses Renewal	Aministration
TracNet for IBM Maintenance	$6,624	9/12/2024 - 9/11/2025	TracNet for IBM Maintenance	Administration
Action Verb, LLC Dba: Files.com	$6,000	7/14/2024 - 7/8/2025	SaaS - Managed File Transfer Platform	HHSA
CTS Software	$37,307	Signing - Ongoing	TripMaster SaaS for transportation	HHSA
Patagonia Health, Inc.	$3,000	10/19/2024 - 10/1/2025	SaaS - EHR, Electronic Health Records	HHSA
Accela, Inc.	$7,498	7/1/2024 - 6/30/2025	SaaS	HHSA
Tangent Computer, Inc.	$9,720	6/15/2024 - 6/14/2027	SaaS Subscription	HHSA
Cascade Software Systems LLC	$22,432.49	7/1/2024 - 6/30/2025	WinCAMS Annual Maintenance Agreement FY25	PW
OCV, LLC	$22,480	7/1/2023 - 6/30/2026	Sheriff's Office Wellness App	SO
Lexipol, LLC	$8,343.26	7/1/2024 - 6/30/2025	Correction Policy Manual	SO
Lexipol, LLC	$17,484.70	7/1/2024 - 6/30/2025	Sheriff's LE Manual	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July, August and September of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July, August and September of 2024.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. CAO approved agreements 10-15-24

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
EXCUSED:	District II Supervisor Shannon Poe

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for (10-15-24)

Contractor	Amount	Term	Service	Department
Evergreen Solutions, LLC	$41,500	6/1/2023 - 7/10/2024	Countywide Compensation and Benefit Study	Administration
Coast Biomedical Equipment	$60,000	7/1/2024 - 6/30/2025	to provide preventative maintenance on AED's	Administration
Dasher for Ruckus Support Renewal	$2,809.64	7/10/2024 - 7/9/2025	Dasher for Ruckus Support Renewal	Administration
Kramer Workforce Investigations	$60,000	2/13/2024 - 2/12/2025	Legal services - investigation of harassment and other misconduct	Administration
Mariposa County Resource Conservation District (MCRCD)	$45,000	6/1/2024 - 6/20/2025	Grant Agreement - Natural Resources Conservation Services (Forest Health)	Administration
Buchalter	$60,000	3/12/24 - 6/30/26	ADA Consulting Services	County Counsel
Scan Strong Inc.	$60,000	8/2/2024 - 8/1/2027	Document Imaging Services	District Attorney
Alliance for Community Transformations	$34,237	7/1/2024 - 6/30/2025	Foster parent Support (CASA - Nourish)	HHSA
Bradley Norlander	$40,000	7/1/2024 - 6/30/2025	Mental Health Evaluations Services	HHSA
Brighter Horizon Group Homes, Inc.	$50,000	7/1/2024 - 6/30/2025	YOUTH - Specialty Mental Health Services	HHSA
Crisis Support Services of Alameda County	$32,340	7/1/2024 - 6/30/2025	Crisis Telephone Intervention	HHSA
DocuSign	$29,127.20	Signing - Ongoing	BAA	HHSA
Drugtech Toxicology Services, LLC	$55,000	7/1/2024 - 6/30/2025	Drug Testing Services	HHSA
Jennifer Buczko MA, LPCC	$60,000	7/1/2024 - 6/30/2026	YNP Community & Hospitality Prevention	HHSA
Jennifer Buczko MA, LPCC	$40,000	7/1/2024 - 6/30/2026	Counseling - YNP Employees	HHSA
Jennifer Moore, LCSW	$35,000	11/17/2023 - 10/31/2024	Counseling	HHSA
Mariposa County Arts Council	$24,750	7/1/2024 - 6/30/2025	Art programming for foster youth and older individuals	HHSA
Mother Lode Job Training	$30,000	7/1/2024 - 6/30/2025	CalWORKS Assessment	HHSA
Mother Lode Job Training	$48,368	7/1/2024 - 12/30/2024	Youth Job Placement	HHSA
Ray Kapahi, Dba Environmental Permitting Specialists	$2,290	7/1/2023 - 6/30/2024	Service - Consultation & Environmental Permitting (APCD, Environmental Health)	HHSA
Redwood Family Treatment Center	$35,000	7/1/2024 - 6/30/2025	Withdrawal Management	HHSA
Scott's Cleaning Services	$2,500	7/10/2024 - 9/10/2024	Cleaning RID 5688	HHSA
Steve Meisner	$18,150	7/1/2024 - 6/30/2025	Lease - 5121 Jones Street	HHSA
AC Salvage	$50,000	9/1/2024 - 6/30/2025	Appliance Processing at Mariposa County Landfill	PW
AJV Heating & Cooling	$30,348.94	7/29/2024 - 9/29/2024	Courthouse HVAC	PW
Allied Weed Control	$56,400	7/1/2024 - 6/30/2025	Weed Abatement Countywide	PW
WSP USA, Inc.	$43,010	7/1/2023 - 8/31/2024	First Amendment - Landfill Water Quality and Gas Monitoring and Reporting FY 23-24	PW
Accurate Poly Coating, Inc	$36,779.25	9/1/2024 - 6/30/2025	Poly Coating Services	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

---

RECOMMENDATION AND JUSTIFICATION

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Department Head Approved Agreements 10-15-24

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
EXCUSED:	District II Supervisor Shannon Poe

Department Head Approved Agreement Board Agenda Item for (10-15-24)				
Contractor	**Amount**	**Term**	**Service**	**Department**
Yosemite Fire & Security	$480	6/8/23 - 6/7/24	Fire Alarm Inspection and Service	Fire
Clark Pest Control	$3,500	7/1/2024 - 6/30/2025	Pest Control of HHSA, FSC and CH	HHSA
E&E Transportation	$800	6/1/2024 - 9/1/2024	Transport travel trailer to public works yard	HHSA
Transportations Counseling & Community Services	$5,000	7/1/2024 - 9/1/2024	Family first prevention services assessments	HHSA
Whitefawn Wellness, Inc	$10,800	7/1/2024 - 6/30/2026	Wellness Exercise Services	HHSA
E&E Transport, LLC	$1,800	6/1/2024 - 9/1/2024	Transport - Transporting Travel Trailer	HHSA
Scott's Cleaning Services	$8,295	7/2/2024 - 8/30/2024	Cleaning - RID 5730	HHSA
Scott's Cleaning Services	$7,538	7/2/2024 - 8/31/2024	Cleaning RID #5711	HHSA
Scott's Cleaning Services	$500	8/1/2024 - 10/1/2024	Cleaning - 5119 Jones St. #A	HHSA
Tri-County Pump & Well Service	$5,000	7/10/2024 - 9/30/2024	4758 Hirsch Road Well Repair	HHSA
Mountain Counties Emergency Medical Services	$7,451	7/1/2024 - 6/30/2025	Emergency Medical Services	HHSA
Mariposa Museum and History Center, Inc	$2,900	8/22/2024 - 10/31/2024	Intergenerational event	HHSA
Compass RV	$10,000	8/16/2024 - 10/1/2024	RID 5688 - RV Repair	HHSA
Jorgensen Company	$2,000	1/1/2024 - 12/31/2024	Maintenance - Inspection of fire extinguishers	HHSA
Scott's Cleaning Services	$7,795	7/2/2024 - 8/30/2024	Cleaning - RID 5730	HHSA
Miles Treaster & Associates	$9,000	7/1/2024 - 6/30/2025	Certified provider of office equipment	HHSA
Anna Friedland	$750	9/4/24 - 6/30/25	Arts and Lecture Series workshop	Library
Celeste Freeman	$2,000	8/1/2024 - 6/30/2025	Literacy Program Every Child Ready to Read work	Library
Linda Henneberg	$4,000	8/1/2024 - 6/30/2025	Literacy Program 3D printing and Sphero workshops	Library
Heather Bernikoff	$5,000	8/12/2024 - 8/26/2024	SGC TCC Post Award Consultation / SSMN Fully Burdened Hourly Rate Study	Planning
The Community Planning Collaborative	$6,935	8/1/2024 - 9/30/2024	ADU incentive study	Planning
CPS HR Consulting	$2,500	7/1/24 - 6/30/25	BSCC Testing Materials for DPOs	Probation
Yosemite Glass & Window	$442	8/9/2024 - 10/30/2024	Don Pedro Fire Dept Window Glass Installation	PW
Overhead Door Company of Fresno	$7,299.19	4/12024 - 6/30/2024	Mariposa County Landfill Bay Doors Repair	PW
Pro-Tech Doors	$1,120	9/6/2024 - 11/29/2024	Fleet Locks and Door Levers	PW
S & S Electric	$517.88	9/23/2024 - 12/31/2024	Government Center Push Button Door Opener	PW
Barrys Drywall	$5,985	6/1/24 - 6/30/25	Drywall Services	SO

California Forensic Institute	$10,000	7/1/2024 - 6/30/2025	Pre-Employment Psychological Evaluations	SO
Amended El Dorado Crane & Rigging	$10,000	2/1/2024 - 6/30/2025	Crane Servcies	SO
Jeanette Mero, DVM	$10,000	7/1/2024 - 6/30/2025	Veterinary Services	SO
Mountain Aire Heating & Air Conditioning	$14,718	9/18/2024 - 6/30/2025	Heating and Cooling Services	SO
Pro- Tech Doors	$7,000	4/1/2024 - 6/30/2025	Replacement Services	SO
Castech Pest Services	$2,500	7/1/2024 - 6/30/2025	Pest Control Services	SO
A & M Flooring	$5,759.29	7/1/2024 - 6/30/2025	Flooring Services	SO
Mariposa Mini Storage	$946.20	8/1/24 - 7/31/24	Storage Unit H5 for UCCE Mariposa	UCCE
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **CCAH - 6(2)_Financial_Statements_For_Board**
2. **CCAH - 7_August_2024_Board_Meeting_Minutes**
3. **CCAH - 8A_June_2024_Board_Meeting_Minutes_FINAL**
4. **9-9-24 IHSS Advisory Committee Meeting - Minutes**
5. **240410 MPAC Minutes FINAL**
6. **240612 MPAC Minutes FINAL**
7. **240710 MPAC Minutes FINAL**
8. **240719 PC Minutes Final**
9. **240816 FCPAC 2023 FINAL Annual Report**
10. **CCAH - 6(2)_Financial_Statements_For_Board**

11. **CCAH - 7_August_2024_Board_Meeting_Minutes**
12. **CCAH - 8A_June_2024_Board_Meeting_Minutes_FINAL**
13. **9-9-24 IHSS Advisory Committee Meeting - Minutes**
14. **240410 MPAC Minutes FINAL**
15. **240612 MPAC Minutes FINAL**
16. **240710 MPAC Minutes FINAL**
17. **240719 PC Minutes Final**
18. **240816 FCPAC 2023 FINAL Annual Report**
19. **240814 MPAC Minutes FINAL**
20. **240528 Merced River Trail Final Minutes**
21. **240513 HSRPC FINAL Mintues**
22. **250610 HSRPC FINAL Minutes**
23. **240715 HSRPC Special Meeting - Final Minutes**
24. **240812 HSRPC FINAL Minutes**
25. **240816 PC Minutes FINAL**
26. **240906 PC Minutes - FINAL**
27. **240923 PC Joint Meeting - FINAL Minutes**

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
EXCUSED:	District II Supervisor Shannon Poe

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Sixth Month Ending June 30, 2024
(In $000s)

Assets	
Cash	$379,107
Restricted Cash	300
Short Term Investments	866,774
Receivables	198,666
Prepaid Expenses	4,096
Other Current Assets	4,070
Total Current Assets	**$1,453,013**
Building, Land, Furniture & Equipment	
Capital Assets	$80,513
Accumulated Depreciation	(45,793)
CIP	2,590
Lease Receivable	3,084
Subscription Asset net Accum Depr	10,510
Total Non-Current Assets	**50,904**
Total Assets	**$1,503,918**
Liabilities	
Accounts Payable	$155,006
IBNR/Claims Payable	365,214
Provider Incentives Payable	22,995
Other Current Liabilities	9,227
Due to State	10,701
Total Current Liabilities	**$563,144**
Subscription Liabilities	8,687
Deferred Inflow of Resources	2,933
Total Long-Term Liabilities	**$11,620**
Fund Balance	
Fund Balance - Prior	$834,772
Retained Earnings - CY	94,381
Total Fund Balance	**929,153**
Total Liabilities & Fund Balance	**$1,503,918**
Additional Information	
Total Fund Balance	**$929,153**
Board Designated Reserves Target	447,288
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	157,418
Value Based Payments	46,100
Provider Supplemental Payments	152,410
Total Reserves	**859,916**
Total Operating Reserve	**$69,237**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Sixth Month Ending June 30, 2024
(In $000s)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*449,959*	*399,413*	*50,546*	*12.7%*	*2,728,460*	*2,520,008*	*208,452*	*8.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$147,724	$134,044	$13,680	10.2%	$958,703	$850,500	$108,203	12.7%
State Incentive Programs	-	-	-	0.0%	24,392	-	$24,392	100.0%
Prior Year Revenue*	20,378	-	20,378	100.0%	20,378	-	$20,378	100.0%
Premiums Commercial	425	344	81	23.6%	2,451	2,065	386	18.7%
Total Operating Revenue	**$168,527**	**$134,388**	**$34,140**	**25.4%**	**$1,005,924**	**$852,565**	**$153,359**	**18.0%**
Medical Expenses								
Inpatient Services (Hospital)	$40,359	$46,177	$5,818	12.6%	$278,921	$279,785	$864	0.3%
Inpatient Services (LTC)	15,879	10,836	(5,043)	-46.5%	102,380	65,656	(36,724)	-55.9%
Physician Services	35,736	26,845	(8,891)	-33.1%	199,181	162,648	(36,533)	-22.5%
Outpatient Facility	18,077	15,667	(2,409)	-15.4%	114,957	94,928	(20,029)	-21.1%
Other Medical**	28,819	26,684	(2,135)	-8.0%	154,669	160,976	6,307	3.9%
State Incentive Programs	-	-	-	0.0%	24,392	-	(24,392)	-100.0%
Total Medical Expenses	**$138,869**	**$126,210**	**($12,660)**	**-10.0%**	**$874,500**	**$763,993**	**($110,507)**	**-14.5%**
Gross Margin	**$29,658**	**$8,178**	**$21,480**	**100.0%**	**$131,424**	**$88,572**	**$42,852**	**48.4%**
Administrative Expenses								
Salaries	$5,622	$5,548	($75)	-1.3%	$33,940	$35,544	$1,604	4.5%
Professional Fees	417	374	(43)	-11.5%	1,698	1,797	100	5.6%
Purchased Services	1,035	1,050	15	1.4%	6,249	6,249	(0)	0.0%
Supplies & Other	868	1,218	349	28.7%	5,187	5,937	750	12.6%
Occupancy	105	116	11	9.3%	673	744	71	9.5%
Depreciation/Amortization	263	317	55	17.2%	1,584	1,783	199	11.2%
Total Administrative Expenses	**$8,310**	**$8,622**	**$312**	**3.6%**	**$49,332**	**$52,055**	**$2,723**	**5.2%**
Operating Income	**$21,348**	**-$444**	**$21,792**	**100.0%**	**$82,092**	**$36,518**	**$45,575**	**100.0%**
Non-Op Income/(Expense)								
Interest	$4,301	$2,374	$1,927	81.2%	$24,666	$15,813	$8,854	56.0%
Gain/(Loss) on Investments	2,205	250	1,955	100.0%	(4,106)	750	(4,856)	-100.0%
Bank & Investment Fees	(60)	(36)	(24)	-64.9%	(322)	(218)	(104)	-47.8%
Other Revenues	202	197	5	2.6%	1,074	1,181	(106)	-9.0%
Grants	(1,358)	(1,463)	105	7.2%	(9,024)	(8,777)	(246)	-2.8%
Total Non-Op Income/(Expense)	**5,290**	**1,322**	**3,968**	**100.0%**	**$12,289**	**$8,748**	**$3,541**	**40.5%**
Net Income/(Loss)	**$26,638**	**$878**	**$25,760**	**100.0%**	**$94,381**	**$45,266**	**$49,116**	**100.0%**
MLR	*82.4%*	*93.9%*			*86.9%*	*89.6%*		
ALR	*4.9%*	*6.4%*			*4.9%*	*6.1%*		
Operating Income	*12.7%*	*-0.3%*			*8.2%*	*4.3%*		
Net Income %	*15.8%*	*0.7%*			*9.4%*	*5.3%*		

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.
**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Sixth Month Ending June 30, 2024
(In PMPM)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*449,959*	*399,413*	*50,546*	*12.7%*	*2,728,460*	*2,520,008*	*208,452*	*8.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$328.31	$335.60	($7.30)	-2.2%	$351.37	$337.50	$13.87	4.1%
State Incentive Programs	-	-	-	0.0%	8.94	-	8.94	100.0%
Prior Year Revenue*	45.29	-	45.29	100.0%	7.47	-	7.47	100.0%
Premiums Commercial	0.95	0.86	0.08	9.7%	0.90	0.82	0.08	9.6%
Total Operating Revenue	**$374.54**	**$336.46**	**$38.08**	**11.3%**	**$368.68**	**$338.32**	**$30.36**	**9.0%**
Medical Expenses								
Inpatient Services (Hospital)	$89.70	$115.61	$25.92	22.4%	$102.23	$111.03	$8.80	7.9%
Inpatient Services (LTC)	35.29	27.13	(8.16)	-30.1%	37.52	26.05	(11.47)	-44.0%
Physician Services	79.42	67.21	(12.21)	-18.2%	73.00	64.54	(8.46)	-13.1%
Outpatient Facility	40.17	39.23	(0.95)	-2.4%	42.13	37.67	(4.46)	-11.8%
Other Medical**	64.05	66.81	2.76	4.1%	56.69	63.88	7.19	11.3%
State Incentive Programs	-	-	-	0.0%	8.94	-	(8.94)	-100.0%
Total Medical Expenses	**$308.63**	**$315.99**	**$7.36**	**2.3%**	**$320.51**	**$303.17**	**($17.34)**	**-5.7%**
Gross Margin	**$65.91**	**$20.48**	**$45.44**	**100.0%**	**$48.17**	**$35.15**	**$13.02**	**37.0%**
Administrative Expenses								
Salaries	$12.50	$13.89	$1.39	10.0%	$12.44	$14.10	$1.67	11.8%
Professional Fees	0.93	0.94	0.01	1.0%	0.62	0.71	0.09	12.8%
Purchased Services	2.30	2.63	0.33	12.5%	2.29	2.48	0.19	7.6%
Supplies & Other	1.93	3.05	1.12	36.7%	1.90	2.36	0.45	19.3%
Occupancy	0.23	0.29	0.06	19.5%	0.25	0.30	0.05	16.4%
Depreciation/Amortization	0.58	0.79	0.21	26.5%	0.58	0.71	0.13	18.0%
Total Administrative Expenses	**$18.47**	**$21.59**	**$3.12**	**14.4%**	**$18.08**	**$20.66**	**$2.58**	**12.5%**
Operating Income	**$47.44**	**($1.11)**	**$48.55**	**100.0%**	**$30.09**	**$14.49**	**$15.60**	**100.0%**

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.
**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Statement of Cash Flow
For The Sixth Month Ending June 30, 2024
(In $000s)

	MTD	YTD
Net Income	$26,638	$94,381
Items not requiring the use of cash: Depreciation	263	1,584
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	0	0
Receivables	5,690	292,922
Prepaid Expenses	840	(1,868)
Current Assets	1,214	1,536
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**7,743**	**292,590**
Changes to Payables:		
Accounts Payable	23,055	(250,870)
Other Current Liabilities	(235)	36
Incurred But Not Reported Claims/Claims Payable	19,872	76,841
Provider Incentives Payable	(21,170)	(17,005)
Due to State	6,862	(0)
Subscription Liabilities	0	0
Net Changes to Payables	**28,384**	**(190,997)**
Net Cash Provided by (Used in) Operating Activities	**63,028**	**197,558**
Change in Investments	(4,325)	(20,942)
Other Equipment Acquisitions	(185)	(2,592)
Net Cash Provided by (Used in) Investing Activities	**(4,510)**	**(23,534)**
Deferred Inflow of Resources	0	0
Net Cash Provided by (Used in) Financing Activities	**0**	**0**
Net Increase (Decrease) in Cash & Cash Equivalents	**58,517**	**174,024**
Cash & Cash Equivalents at Beginning of Period	**320,590**	**205,083**
Cash & Cash Equivalents at June 30, 2024	**$379,107**	**$379,107**

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, August 28, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Anita Aguirre,	At Large Health Care Provider Representative
Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Supervisor Wendy Root Askew,	County Board of Supervisors
Ms. Dorothy Bizzini,	Public Representative
Ms. Janna Espinoza,	Public Representative
Supervisor Zach Friend,	County Board of Supervisors
Dr. Donaldo Hernandez,	Health Care Provider Representative
Ms. Elsa Jimenez,	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Mr. Michael Molesky,	Public Representative
Ms. Mónica Morales,	County Health Services Agency Director
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative
Dr. Allen Radner,	At Large Health Care Provider Representative

Commissioners Absent:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Ms. Tracey Belton,	County Health and Human Services Agency Director
Dr. Maximiliano Cuevas,	Health Care Provider Representative

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Ms. Lisa Ba,	Chief Financial Officer
Mr. Scott Fortner,	Chief Administrative Officer
Dr. Omar Guzman,	Chief Health Equity Officer
Dr. Dennis Hsieh,	Chief Medical Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Mr. Cecil Newton,	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Ms. Danita Carlson,	Government Relations Director
Ms. Kay Lor,	Payment Strategy Director
Ms. Anne Brereton,	Deputy County Counsel, Monterey County
Ms. Dulcie San Paolo,	Finance Administrative Specialist

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:00 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

1. Ms. Susan Skotzke, a resident of Santa Cruz County and a mother of a disabled former member of California Children Services (CCS), spoke to the Board about the challenges around obtaining in-home nursing care in one of the most expensive areas in the nation. She emphasized the importance of aligning caregiver compensation with the high cost of living and requested resolution to the concerns she outlined related to nursing care for her daughter.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Molesky spoke about the commencement of the 2024 Paralympics, emphasizing the impressive accomplishments achievable by individuals with access to appropriate medical care and equipment

4. .Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

[Commissioner Morales arrived at this time: 3:07 p.m.]

Mr. Schrader announced that Becky Nanyonjo resigned her position as Merced County Director of Public Health and thus her seat on the Alliance Board, further saying that Alliance staff were especially grateful for her Board service since 2018. Mr. Schrader described that Kathy Stagnaro, Clerk of the Board, is currently out on leave through at least mid-October, and that Dulcie San Paolo is filling in. Mr. Schrader announced that the annual Board retreat will take place on

[Commissioner Hernandez arrived at this time: 3:09 p.m.]

Wednesday, September 25, from 9:30 am to 3:30 pm at the Seascape Golf Club in Aptos, with all Board members in a single location, and he described the planned sessions and speakers. Mr. Schrader shared that he had participated in a ribbon cutting held by Mercy Medical Center in Merced to launch its mobile van and street medicine unit, which the Alliance helped fund. Mr. Schrader shared that the Alliance has agreed to host individual residents from the Dominican Family Medicine Residency Program for sessions on Medi-Cal and managed care. Lastly, Mr. Schrader highlighted two items from the Consent Calendar: Item 9A, Amendments to our Medi-Cal contract with DHCS, and Item 9C, the Mid-Year Report for our Medi-Cal Capacity Grant Program.

Consent Agenda Items: (5. – 9F.): 3:17 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 9F.

MOTION: Commissioner Bizzini moved to approve Consent Agenda items 5 through 9F, seconded by Commissioner Askew.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Armstrong, Askew, Bizzini, Espinoza, Friend, Hernandez, Jimenez, Keheley, Molesky, Morales, Pedrozo, and Radner.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Rabago.

Abstain: None.

Regular Agenda Items: (10. – 12.): 3:20 p.m.

10. Staff recommend the Board review, consider and take action on the request for a position of support for Measure Z, the City of Santa Cruz Beverage tax, which is on the November 5, ballot. (3:20 – 3:51 p.m.)

City of Santa Cruz Councilmember Shebreh Kalantari-Johnson gave a presentation encouraging the board take a position of support for Measure Z. The presentation included health and nutrition statistics regarding sugar sweetened beverages and their effects on public health, focusing on vulnerable members of the population. The presentation cited case studies from the cities of Berkeley and San Francisco that showed how such taxes can result in decreased soda consumption, as well as how youth, young adults, and minorities account for the most consumption of sugary drinks.

Ms. Kalantari-Johnson also noted exemptions to the proposed tax, as well as provided details of the proposed community oversight panel that would report annually on tax impact. Economic impact was also addressed, which noted that the estimated $1.3 million in revenue would be allocated to local recreation such as parks facilities, youth programs, active recreation programs, and facilities for seniors.

Dr. Catherine Forest reiterated Ms. Kalantari-Johnson's comments and noted the endorsement of such taxes among notable health organizations like the W.H.O., and other local communities.

Chair Jimenez opened the floor for public comment. Ms. Susan Skotzke provided public comment from Santa Cruz County.

MOTION: Commissioner Aguirre moved to approve the recommendation to take action for a position of support for Measure Z, the City of Santa Cruz Beverage tax, which is on the November 5 ballot, seconded by Commissioner Bizzini.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Armstrong, Askew, Bizzini, Espinoza, Friend, Hernandez, Jimenez, Keheley, Morales, and Radner.

Noes: Commissioners Molesky and Pedrozo.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Rabago.

Abstain: None.

11. Consider approving proposed CY 2025 Provider Incentive Programs. (3:51 – 4:19 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Kay Lor, Provider Payment Strategy Director, introduced the proposed provider incentive programs for the calendar year (CY) 2025. These programs include the Hospital Quality Incentive Program (HQIP), the Specialist Care Incentive Program (SCI), and the Risk Adjustment Provider Incentive Program (RAI). A detailed review of the proposed program measures, payment methods, and potential payouts was provided for each program.

First, Ms. Lor outlined the proposed CY 2025 HQIP. The incentive program aims to foster collaboration between hospitals and the Managed Care Plan (MCP), with the objective of achieving better outcomes for members, improved coordination of care, the opportunity for hospitals to generate extra revenue, as well as reducing the overall cost of care and advancing value-based payment. All contracted hospitals with 50 or more hospital admissions or emergency visits in 2024 are eligible to participate. Ms. Lor explained that the 2025 HQIP will continue two measures from 2024 and introduce a new data exchange incentive to encourage hospitals to join SCHIO for electronic data sharing with the Alliance.

[Commissioners Friend and Radner departed at this time: 4:04 p.m.]

Next, Ms. Lor presented the proposed CY 2025 SCI program. She explained that the program aims to achieve several objectives. These include improving member access to specialty services, enhancing member care by incentivizing appropriate referrals, reducing emergency

department utilization, improving care coordination for members, and increasing revenue for specialist providers through the continuous advancement of value-based payment.

[Commissioner Rabago arrived at this time: 4:08 p.m.]

Lastly, Ms. Lor presented the proposed CY 2025 Risk Adjustment Provider Incentive program (RAI). She explained that risk adjustment is a method used to account for the differing health statuses and costs of different patient populations. Its goal is to guarantee a fair comparison and to ensure that providers and health plans are not penalized for treating sicker or higher-risk patients who might naturally incur higher costs.

In a review of the proposed program measures, Ms. Lor emphasized that the measures were specifically designed with a goal to offset any administrative burdens that providers may encounter when reporting risk-adjusted diagnoses which is vital to ensure that the appropriate health status can be accurately submitted to DHCS/CMS.

Chair Jimenez opened the floor for public comment. Ms. Susan Skotske provided public comment from Santa Cruz County.

MOTION: Commissioner Askew moved to approve the proposed CY 2025 Provider Incentive Programs, seconded by Commissioner Bizzini.

ACTION: The motion did not pass with the following vote:

Ayes: Commissioners Askew, Bizzini, Espinoza, Molesky, and Pedrozo.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Friend, Radner

Abstain: Commissioners Aguirre, Armstrong, Hernandez, Jimenez, Keheley, Morales, Rabago

Chair Jimenez directed staff to include this item on the September 25, 2024 consent agenda for ratification due to insufficient non-conflicted commissioners being in attendance and eligible to vote.

12. Consider approving 2025 Supplemental Payment Methodology. (4:19 – 4:27 p.m.)

Ms. Kay Lor, Provider Payment Strategy Director, provided background information on the provider supplemental payment. On June 26, 2024, the Board approved a one-time strategic allocation of $152.4 million to be used for provider supplemental payments over multiple years. The Board also authorized staff to develop a supplemental payment methodology to address realized network access and health equity. Ms. Lor went on to present the proposed payment methodology and reviewed the various data points included to identify specialty access challenges. A comprehensive review of the proposed payment methodology was provided along with a breakdown of the estimated 2025 payout.

This item will be placed on the September 25, 2024 consent agenda for ratification due to insufficient non-conflicted commissioners in attendance and eligible to vote. No action was taken by the Board on this recommendation.

Adjourn to Closed Session

13. Conference with legal counsel – anticipated litigation (Gov. Code section 54956.9(d)(2).): (One matter). (4:35 – 4:51 p.m.)

Chair Jimenez reported from Closed Session that no action was taken by the Board in Closed Session.

The Commission adjourned its regular meeting of August 28, 2024 at 4:55 p.m. to the regular meeting of September 25, 2024 at 9:30 a.m. at Seascape Golf Club in Aptos, unless otherwise noted.

Respectfully submitted,

Ms. Dulcie San Paolo
Administrative Specialist

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, June 26, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Leslie Abasta-Cummings	At Large Health Care Provider Representative
Ms. Anita Aguirre	At Large Health Care Provider Representative
Dr. Ralph Armstrong	At Large Health Care Provider Representative
Supervisor Wendy Root Askew	County Board of Supervisors
Ms. Tracey Belton	County Health and Human Services Agency Director
Ms. Dorothy Bizzini	Public Representative
Dr. Maximiliano Cuevas	Health Care Provider Representative
Ms. Janna Espinoza	Public Representative
Supervisor Zach Friend	County Board of Supervisors
Dr. Donaldo Hernandez	Health Care Provider Representative
Ms. Elsa Jimenez	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Ms. Mónica Morales	County Health Services Agency Director
Ms. Rebecca Nanyonjo	County Public Health Director

Supervisor Josh Pedrozo	County Board of Supervisors
Dr. James Rabago	Health Care Provider Representative
Dr. Allen Radner	At Large Health Care Provider Representative

Commissioners Absent:

Mr. Michael Molesky	Public Representative

Staff Present:

Mr. Michael Schrader	Chief Executive Officer
Ms. Lisa Ba	Chief Financial Officer
Mr. Scott Fortner	Chief Administrative Officer
Dr. Dennis Hsieh	Chief Medical Officer
Ms. Jenifer Mandella	Chief Compliance Officer
Mr. Cecil Newton	Chief Information Officer
Ms. Van Wong	Chief Operating Officer
Ms. Jessica Finney	Community Grants Director
Ms. Kay Lor	Payment Strategy Director
Ms. Anne Brereton	Deputy County Counsel, Monterey County
Ms. Kathy Stagnaro	Clerk of the Board

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:00 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

Chair Jimenez welcomed Dr. Kristina Keheley, Mariposa County Health Department Representative, to the Board.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

No members of the public addressed the Commission.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Espinoza acknowledged and appreciated the work of the Enhanced Care Management staff.

Commissioner Rabago discussed the lack of accessible health care, specifically in-patient specialty care, gastroenterology and in-patient cardiology, in Merced County as it relates to the Alliance's mission.

Commissioner Nanyonjo introduced the inaugural Merced County Assistant Health Officer, Dr. Ignacio Santana to the Board.

4. Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

Mr. Schrader welcomed Dr. Kristina Keheley to her first Alliance Board meeting.

He reported that on Saturday the legislature and Governor Newsom reached an agreement on the state budget for fiscal year 2024-25 that begins on July 1, 2024. The budget rejects some of the cuts that were proposed in the May revise. The state budget rejected the May revise proposal to eliminate $2.4B in new health investments and instead includes that targeted rate increases for family planning, emergency physicians, and emergency transportation will begin on January 1, 2025. Targeted rate increases for primary care, obstetric care, private duty nurses, and specific other rates will start on January 1, 2026 which is one year later than originally planned. The budget maintains state commitments for workforce programs for residencies, nurse training and other pipeline programs. It restores funding for the Children and Youth Behavioral Health Initiative and it rejects proposed cuts to In-Home Supportive Services (IHSS), protecting the expansion of IHSS coverage for undocumented for all ages and maintaining the IHSS back-up provider system. The state budget appears to uphold cuts to the Equity and Practice Transformation program including reducing funding for Cohort 1 and eliminating funding for any additional cohorts. The budget also includes delaying the start of gradually increasing the minimum wage for healthcare workers to $25 per hour over the next decade. The budget package includes a budget bill junior and several trailer bills which are being flushed out by the legislature this week. The governor has until Sunday, June 30, 2024, the end of the fiscal year, to sign the budget act for fiscal year 2024-25 that starts on Monday, July 1, 2024.

[Commissioner Nanyonjo arrived at this time: 3:07 p.m.]

The coalition of hospitals, physicians, and health plans continue to pursue a ballot measure on the managed care organization (MCO) tax for the November election. The coalition remains concerned that revenue from the MCO tax not be directed in future budget years. The ballot measure would require the MCO tax revenue be used for Medi-Cal provider increases and that it not be used to supplant preexisting state or local funding.

The Alliance held its quarterly All-Staff meeting at the Cocoanut Grove on the Santa Cruz Boardwalk on June 13, 2024. Agenda topics included organizational clarity, organizational workload, process improvement, health equity for our members and Mission in Motion. The Alliance's organizational workload is heavy and will be for the next two years because of six initiatives that will make a bold difference for our members. By increasing Enhanced Care Management enrollment the most vulnerable members, such as those experiencing homelessness, will be connected to needed clinical services and non-clinical supports in the community. By launching a D-SNP program it will be possible for low-income seniors and individuals with disabilities to obtain Medi-Cal and Medi-Care coverage from a single plan (the Alliance).

[Commissioners Abasta-Cummings and Morales arrived at this time: 3:12 p.m.]

By improving quality in Merced, more children will get in to see their doctors for immunizations, lead screenings and other preventative services, thus helping to close a geographic health disparity across the five-county service area. By moving over to the Jiva Care Management System, staff will be better positioned to help members in accordance with National Committee for Quality Assurance and Medicare standards. By bringing behavioral health in-house, staff will have a direct relationship with members and provider partners.

[Commissioner Hernandez arrived at this time: 3.15 p.m.]

There are three notable items on the consent agenda: 1) ratification of the Department of Healthcare Services (DHCS) contract amendment, 2) renewal of an agreement with Monterey County for the Alliance to continue to provide coverage for eligible IHSS workers in Monterey County from July 1, 2024 to June 30, 2025; and 3) DHCS contract amendment adjusting the 2023 capitation rates for Medi-Cal managed care plans to reflect lower acuity.

Consent Agenda Items: (5. – 9C.): 3:20 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 9C.

MOTION: Commissioner Cuevas moved to approve Consent Agenda items 5 through 9C, seconded by Vice Chair Pedrozo.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Askew, Belton, Bizzini, Cuevas, Espinoza, Friend, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioner Molesky.

Abstain: None.

Regular Agenda Items: (10. – 12.): 3:21 p.m.

10. Consider approving proposed 2025 Behavioral Health Service Incentive. (3:21 – 3:44 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Kay Lor. Provider Payment Director, discussed the program objective to provide timely treatment of mental and behavioral health conditions, improve member quality of life and coordination of care, advance value-based payments and support the development of a robust mental health network. The program proposes funding of $9M for an 18-month period, all contracted behavioral health providers will qualify, a provider sign-on payment to build roust network, a provider payment structure to close language barriers and increase quality. There are a total of eight proposed incentive program measures: Primary Care Provider Coordination, Provider Satisfaction Survey, Health Equity Training, Member Access, DHCS Adverse Childhood Experiences Aware Training, Access, Reduced Emergency Department Utilization, Applied Behavioral Analysis Therapy Access. Commissioners discussed and considered specific metrics for youth and dual-diagnosed population.

MOTION: Commissioner Askew moved to approve the Behavioral Health Incentive Program design for July 2025 to December 2026, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Espinoza, Friend, Nanyonjo and Pedrozo.

Noes: None.

Absent: Commissioners Hernandez and Molesky.

Abstain: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Cuevas, Jimenez, Keheley, Morales, Rabago and Radner.

11. Consider approving Strategic Allocation of Reserve. (3:44 – 4:19 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Lisa Ba, Chief Financial Officer, discussed the 2023 financial performance. The health care expense reserve target is three times the average monthly premium capitation. The reserve may be used to improve member benefits, expand network access and augment provider reimbursement. There are adequate reserves with no need to build a higher balance. To achieve health equity and patient-centered delivery transformation, the Alliance must partner closely with providers. The Alliance reserve policy allows the use of reserve to augment provider payment and improve access. This recommendation aims to strengthen the network's financial stability in light of the state budget deficit and uncertainly around state Medi-Cal funding.

MOTION: Commissioner Friend moved to approve a one-time strategic allocation of $152,409,630 to be used for provider supplemental payment over multiple years, seconded by Vice Chair Pedrozo.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Espinoza, Friend, and Pedrozo.

Noes: None.

Absent: Commissioner Molesky.

Abstain: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Cuevas, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Rabago and Radner.

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item

Ms. Lisa Ba, Chief Financial Officer, discussed the supplemental payment methodology. At the April 2024 Board meeting the Alliance's Access Framework, including the concept of realized access were reviewed as well as updated metrics and Alliance performance relative to network adequacy and realized access. Additional opportunities to increase member access from a

health system's perspective were discussed. Staff plan to bring the supplemental payment methodology back to the Board and implement a multi-year supplemental payment beginning in 2025.

Chair Jimenez opened the floor for public comment. The following person spoke:

1. Ms. Stephanie Auld spoke about Alliance options to directly impact quality of life and safety impact of wheelchair users.

MOTION: Commissioner Cuevas moved to authorize staff to develop a supplemental payment methodology that addresses realized network access and health equity, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Cuevas, Espinoza, Friend and Pedrozo.

Noes: None.

Absent: Commissioners Aguirre and Molesky.

Abstain: Commissioners Abasta-Cummings, Armstrong, Bizzini, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Rabago and Radner.

[Commissioner Friend departed at this time: 4:19 p.m.]

12. Consider approving Medi-Cal Capacity Grant Program Allocation for Mariposa County. (4:19 – 4:36 p.m.)

Ms. Jessica Finney, Community Grants Director, provided background on the Medi-Cal Capacity Grant Program (MCGP). The existing MCGP allocation cannot support the significant interest and demand in Mariposa County through 2024. Mariposa is included in the same region for revenue rates as Mered, Monterey and Santa Cruz counties. It is critical that an additional investment is made in Mariposa County to improve quality scores and support capacity building costs for workforce recruitment and infrastructure in this extremely rural county. The Mariposa County one-time $5M allocation would be an interim step toward sustainable equity-based MCGP allocation methodology withing the five-county service area. The Board plans to discuss options for equity-based allocation and grantmaking within the service area at a future meeting.

MOTION: Commissioner Askew moved to approve a one-time allocation of $5M from the Medi-Cal Capacity Grant Program unallocated budget to the available funds for grantmaking in Mariposa County, seconded by Commissioner Cuevas.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Askew, Belton, Bizzini, Cuevas, Espinoza, Hernandez, Jimenez, Morales, Nanyonjo, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioners Friend and Molesky.

Abstain: Commissioner Keheley.

The Commission adjourned its regular meeting of June 26, 2024 at 4:36 p.m. to the regular meeting of August 28, 2024 at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister and Mariposa.

Respectfully submitted,

Ms. Kathy Stagnaro
Clerk of the Board

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, September 9th, 2024

Members Present: Darlene Miles, Dana Hallett, Eva Adams, Mary Dempsey & Mary Wilson

Members Absent: Terrylie DeBeck

Union Representative(s): Absent

Staff Present: Janet Gass & Jason Allen

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

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:40PM by

Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
2. Approvals:
    a. September 9th, 2024 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D, to approve the September 9th, 2024 Agenda.
    b. August 12th., 2024 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D., to approve the August 12th, 2024 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. SB1249 has passed, the bill calls for greater consistency in terms of services offered to elderly and people with disabilities in California. Makes it easier for local jurisdictions to modify how they connect with CA department of aging.

ii. Rosemarie spoke to Kristina Kehely (Health and Human Services Director) about whether we will continue to be part of Area 12 Agency on Aging (A12AA) though further discussion will be held before a decision can be made. Reached out to executive director for CA Commission on Aging, they were supportive of this legislation. Will follow-up for more specifics on what the legislation will mean on a state level. Dana asked what the reason would be to change from A12AA: Rosemarie mentioned that it is not yet clear what service A12AA provides that could not be provided by HHSA staff and it may turn out that financially it would be more beneficial to have HHSA take on the responsibility as it would mean less funding going towards administrative costs spent on contracting with an outside entity.

iii. The Board of Supervisors approved an updated county budget, more discussion will be held around expenditure allowances.

iv. Guide House presented to the board about restructuring the relationship between Mariposa's County Admin Officer (CAO) and appointed department heads, new idea is that the heads would report to the CAO who would then report to the board on their behalf.

v. Discussed Mariposa County Information Exchange.

vi. Discussed Mental Health Care Act.

b. Christy – IHSS:

    i. Not present at this meeting.

c. Janet – Public Authority:

    i. Currently have 3 social workers and will be losing one soon. From 8/1 – 9/9 2024 received 21 new apps for IHSS services. Being down a social worker will create a heavier workload for the remaining workers until the position is filled again.

    ii. Dana asked about available providers, Janet explained that the amount is decreasing. There is an ongoing list of recipients seeking a provider and are there is no one available. Some recipients are looking for an additional provider, those who have no provider at all are made a priority. Janet explained the registry provider process.

6. Quarterly Stats Update: Cancelled
7. Next Scheduled Meeting Date: October 14th, 2024.
8. Adjournment: @ 3:00PM.

MIDPINES PLANNING ADVISORY COMMITTEE

FINAL MEETING MINUTES (Approved 6/12/24)

DATE: **WEDNESDAY, APRIL 10th 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Midpines Planning Advisory Committee (MPAC) was called to order by Vice Chair Huppe at 6:04 PM.
Present: Heather Huppe, Caroline McGrath, Charles Lammers, Adam Ferguson, Nancy Parke, Angela Heiss, Candy O'Donel-Browne (Arrived @ 6:08 PM)
Excused: Gary Francisco, Eileen Collins, Art Baggett (Planning Commissioner)
Staff: Hannah Harrison, Steve Engfer
Ex-Officio- Supervisor Rosemarie Smallcombe

2. Approval of Minutes:
    a. Meeting of March 13th, 2024

By a unanimous vote, the MPAC approved a motion by O'Donel-Browne, with a second by, to approved as presented.

3. Public comments

Huppe made a comment that the Bulletin Board at the Post Office replacement by the property owner. A brief discussion occurred. Smallcombe commented regarding the Midpines Park Art installation forthcoming. And that the Board approved the artwork. Discussion occurred regarding the materials and the potential for extra protection.
Lammers commented regarding the upcoming Upper Merced River Watershed Council second annual film festival on Saturday to be held at the Grove House in Mariposa, 5-6 Happy Hour and film after. Discussion occurred also regarding potential community clean-up activities on Bear Creek near the confluence of the Merced River near Bear Creek.

4. Committee Business
    a. Community Plan

        i. Discussion and Recommendation to the Planning Commission and Board of Supervisors on Midpines Community Plan Draft

Staff presented minor edits to the Draft Plan on page 5-2 line 25 and 29, and Page 5-5 regarding adding "be" to the outdoor lighting compliance, Edits were accepted unanimously.
Staff provided an overview of the next step for MPAC review of the Initial Study staff draft at the next meeting for review prior to public review and adoption process.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

Lammers provided information regarding activities on the property and/or the adjacent property including an encampment including quad movement on the property. Discussion occurred regarding fire risk. Smallcombe asked clarifying questions regarding the location of encampment on BIA land or Muir Lodge property and the option to contact CALFIRE again regarding the issue. Lammers commented regarding Code Compliance effort to remove people of the encampment some months prior. Discussion occurred regarding the remaining buildings and BLM land and authorities of CALFIRE on the land.

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

Lammers asked regarding the evacuation route and Public Works efforts regarding signage and the NPS.. Smallcombe responded regarding the letter that was sent by MPAC. Discussion occurred regarding coordination. Smallcombe suggested she would speak with Joe Meyer regarding the coordination including Sheriffand CHP.

c. KOA/Terramor Status Update

Smallcombe mentioned she and Supervisor Forsythe met with the KOA agent Brian Fulce regarding fuel load modification of the properties. Lammers mentioned Harris well drilling activities on the site. Engfer mentioned that future applications would require water quality and quantity as part of studies needed and well drilling permitting is conducted through the Health Department. Brief discussion occurred regarding water. Engfer noted that no land use entitlement application has been received and no known submittal date.

d. Whispering Pines/Bear Creek Cabins Update

Discussion occurred regarding the current activities at the site including people sleeping in cars etc. and the overall situation of the people at the site including potential public nuisance. Also, discussion occurred regarding easement requirements for access including fire access for a potential project in the future as well as a lawsuit by the property owners pertaining to access and easement rights on neighboring parcel to the site. No land use enticement application has been received at Planning to date.

e. Oak Road Bridge Project Update

Parke provided an update including the recent flood impact to the road itself and the design parameters and that the current design does not meet the design standards. And there may be an opportunity for another design and location upstream. Discussion occurred regarding how long it takes. Smallcombe mentioned that Public Works has prepared a matrix from all bridges that are currently on the radar and that the Oak Road Bridge as a part. That there is money left of approximately $100,000 still available in the preliminary engineering account and that the technical study is not complete. And that Public Works is looking into connecting with the nearby property owner to look at moving the bridge that way. Discussion occurred regarding design standards and an outstanding question whether the standards from the time of initial funding of the bridge project are applicable or current standards are applicable. Smallcombe suggested that if Parke could help with the neighboring property owner contact, that would be helpful. And after that design standards could be addressed.

f. CALTRANS Project/Study Update

Discussion occurred regarding the Hwy signage and relationship to the speed study. Discussion occurred regarding eastbound turns into Autocamp and signage needs. Lammers suggested additional signage for traffic controls and potential need for left hand turn lane into Autocamp and safety issues related. Huppe also suggested more traffic control signage needs due to safety issue associated with turns into Autocamp. Smallcombe offered to check back with her CALTRANS contact.

Lammers commented on the Tiechert Hwy 140 striping and construction project schedule. Smallcombe mentioned she understood that the project was supposed to be completed in the spring. Discussion occurred regarding the

construction activities. Lammers mentioned the left turn lanes and left turn arrows at the Bug Hotel encroachment because drivers on the highway have no signage indicating the left turn lanes are not available for passing. People think that it's a passing lane and that Hwy striping is needed. Smallcombe offered to include that when she contacts CALTRANS.

g. Ferguson Update

Smallcombe provide an update regarding the project including the March 20 presentation and a June California Transportation Commission meeting where the project would be considered regarding contracting for the project. An RFP may be issued in the fall on the project and possible construction spring and summer of 2025. Smallcombe offered to continue to update the committee on the project in the future and if the Committee also wants an update from Corey (sp) including a video.

h. Planning Commissioner Update

Engfer gave an update on the Planning Commission (PC) recommendations to the Board of Supervisors on the Short-Term Rental study which included a series of housing related recommendations. And on April 19, 2024 PC meeting would consider the Biomass project

i. Supervisor Updates

Smallcombe provided an update on Board items including: the landfill, Short-Term Rental Study, presentation on the Conference Center study, Community Gardens presentation by HHSA staff (which is responsive to the County Strategic Plan including potential site in North County), a Countywide organizational study is underway and a Board Code of Ethics. Discussion occurred regarding the Code of Ethics and past Board issues with meeting for lunch and Brown Act violations. Further discussion occurred regarding the landfill and the importance of landfill and its capacity/life. Also, the Board appointed Corinna Miranda as Interim Building Director and Joe Lynch as Interim CAO. Smallcombe also provided an overview of the County organizational study underway and that updates would be provided by Guidehouse (contractor conducting the study) on a regular basis until completed. Smallcombe also mentioned Dr. Eric Sergeinko's resignation. Discussion occurred about Sergienko's professionalism and skills and that he would be missed.

Smallcombe mentioned the Midpines Firewise efforts and the past work of Gary Francisco's and John Schroeder's past work that is relevant to the Firewise efforts. Smallcombe mentioned that CALFIRE staff John Morgan and support for Firewise from CALFIRE. Additional discussion occurred regarding fire insurance, Frank Bigelow's efforts for data collection on defensible space and structure loss.

6. Future agenda items
   Committee requested to include the existing updates on future agendas.

7. Adjourn
   Meeting adjourned at 7:57 pm.

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES *FINAL* (Approved 7/10/2024)

DATE: **WEDNESDAY, JUNE 12th, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:06 PM.
Present: Gary Francisco, Heather Huppe, Nancy Parke, Angela Heiss, Candy O'Donel-Browne, Charles Lammers, Eileen Collins, Caroline McGrath, Rosemarie Smallcombe (Supervisor)
Excused: Art Baggett (Planning Commissioner), Adam Ferguson
Staff: Polina Pivak, Steve Engfer
Guest: None

2. Approval of Minutes:
    a. Meeting of April 10th, 2024

    By a unanimous vote, the MPAC approved a motion by McGrath, with a second by Lammers, to accept the minutes with corrections:

    - Page 2: correct numbering
    - Page 2: correct first sentence of first paragraph for readability, correct BLM to BIA
    - Public comment agenda item: correct for readability, missing word
    - Page 2, last sentence of the first paragraph: correct misspelling "remaining"
    - Page 2, item b: correct misspelling of sheriff
    - Page 2, item e: correct misspelling in 3rd line
    - Page 3, item j: line 5, correct grammar error; line 8, correct misspelling "on a"
    - Page 3, item h: add space in first sentence
    - Page 3 item j: correct "Sergienko"

    Note, Francisco and Collins cannot vote on the minutes, because they were not present at the April 10th meeting.

3. Public comments

4. Committee Business

    a. Discussion and Planning for Working Lands, Working Artists Unveiling and Bear Creek Clean-Up Event on June 14th/15th

Francisco introduced the item and clarified that June 15th has been chosen as the date for the event. Pivak presented the schedule of events. Pivak asked for input from the MPAC on potential tasks for clean-up. McGrath suggested spraying the poison oak with vinegar, salt, and Dawn. Parke, Lammers, and Smallcombe recommended removal of yellow star thistle and mustard plants. Pivak said that Public Works gave permission to put up a bulletin board if desired. Pivak suggested potentially putting down wood chips or blowing leaves.

MPAC discussed a future clean-up of Bear Creek to handle the large pieces of trash.

MPAC completed discussion of the schedule, lunch, refreshments, preparation of the Midpines Hall, and necessary supplies.

b. Community Plan
    i. Discussion and Recommendation to the Planning Commission and Board of Supervisors on Midpines Community Plan Draft: CEQA Administrative Draft Initial Study review, edit and recommendation to staff for preparation of final public drafts of the Plan and CEQA documents for public review and adoption.

    Francisco introduced the item. Collins stated that she feels that the CEQA document is complete except for a few typos. Heiss agreed.

    Engfer stated that staff can prepare the final packet, including the CEQA document and Midpines Community Plan draft, for formal recommendation to the Planning Commission and Board of Supervisor at the next meeting.

    Francisco and Engfer recommended that the MPAC email their edits to the Planning Department to make the necessary changes. Smallcombe asked if it would be possible to only bring the document back for final review if there are substantiative edits that might change the intent of the document.

    By a unanimous vote, the MPAC accepted a motion by Collins, and a second by O'Donel-Browne, to submit their edits on the CEQA document to Pivak and direct staff to bring the edited final draft to the next meeting for formal approval and advancement of the CEQA document and Midpines Community Plan draft.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

    Lammers stated that the transformer has been removed from the property, in addition to a few other structural components. There are additional trailers and encampments behind the property.

    Smallcombe requested that Lammers send an email with his observations and provided an update from Corrina Miranda regarding the property owner's financial issues and inability to complete clean-up of the property. The property line between Muir Lodge and the Bureau of Indian Affairs is still not fully understood for the purposes of cleaning up the property.

    MPAC discussed the history of potential development on the Muir Lodge property, which failed due to costs, and mechanisms for code enforcement in Mariposa County.

    MPAC discussed the potential of litigation or if any other code compliance actions can be taken, because of the property owner's lack of action. Smallcombe stated that she would check with County Counsel.

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

Smallcombe stated that she would check with Joe Meyer about better communication between NPS and County emergency services. Lammers asked that Smallcombe also check-in about the potential for navigational signage.

c. KOA/Terramor Status Update

Engfer stated that no application has been submitted and there has been no activity. Smallcombe stated that she spoke to the applicants, and they are hoping to submit by the end of 2024 or beginning of 2025.

Lammers stated that there has been some vegetation management done on the property.

d. Whispering Pines/Bear Creek Cabins Update

No updates at this time, however, there are still outstanding issues with cleaning up the propert and potential guests. There may be an Airbnb still being rented out on the property, which can be verified with the County Clerk.

e. Oak Road Bridge Project Update

Parke stated that there has been no update from the County Engineer, but some potholes have been fixed along the road. Smallcombe stated that Public Works is interested in moving the bridge away from Parke's property and requested the contact information of Parke's neighbor to discuss utilizing an existing easement.

f. CALTRANS Project/Study Update

Francisco reminded the group about requesting new signage and a speed study from Caltrans near Autocamp. Smallcombe recommended inviting Caltrans to a meeting to discuss their concerns, because there has been some miscommunication regarding the actual request from MPAC.

g. Ferguson Update

Smallcombe requested that Corey Casey be added to the July 10th MPAC agenda for a formal update from the Ferguson Slide team.

The project team expects to send out an RFP later this year and to potentially start work in the spring of 2025.

h. Planning Commissioner Update

Smallcombe provided an update on behalf of Art Baggett: Baggett requested that members of the MPAC attend the Planning Commission and Board of Supervisors meetings for approval of the Midpines Community Plan.

i. Supervisor Updates

Smallcombe presented the organizational study being conducted by Guidehouse to the MPAC, which is expected to be finalized and presented to the Board of Supervisors in July. Smallcombe requested that the MPAC attend. Smallcombe stated that she had requested that this presentation be structured like a workshop in order to listen to feedback from the public as well.

McGrath killed the fly at 7:55 PM.

Smallcombe provided an update on the County budget issues, including delays in the single audit, state funding, department budget requests, and ongoing communications.
Smallcombe made progress on obtaining Firewise designation. Smallcombe was able to find a distribution list around Rancheria Creek. Bureau of Land Management (BLM) can offer expedited environmental review for clearing work in this area and other BLM properties for progress in obtaining Firewise designation.

6. Future agenda items

The MPAC directed staff to include the following items on the next agenda:

- *Same Updates and Activity Reports, including a formal update for the Ferguson Slide from the project team early on in the agenda order.*
- *Return with Final CEQA Document and Midpines Community Plan for advancement*

7. Adjourn

There being no further business, the meeting of MPAC was adjourned by Chair Francisco at 8:11 PM.

Respectfully Submitted By,

Polina Pivak, Housing and Community Development Specialist

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES FINAL (Approved 8/14/24)

DATE: **WEDNESDAY, JULY 10th, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:02 PM.
Present: Gary Francisco, Heather Huppe, Nancy Parke, Adam Ferguson, Charles Lammers, Eileen Collins
Excused: Angela Heiss, Candy O'Donel-Browne, Caroline McGrath, Rosemarie Smallcombe (Supervisor), Art Baggett (Planning Commissioner)
Staff: Polina Pivak, Steve Engfer
Guest: None

2. Approval of Minutes:
    a. Meeting of June 12th, 2024

    By a unanimous vote, the MPAC approved a motion by Lammers, with a second by Collins, to accept the minutes as presented.

    Note: Adam Ferguson could not vote on the minutes, because he was not present at the meeting.

3. Public comments

    Parke asked a question on behalf of her neighbor: who is responsible for clearing private roads? Francisco stated it is the responsibility of the property owners who use the road and should form a road maintenance association.

    Francisco made an announcement from the Upper Merced River Watershed Council: they received a significant grant to support their mission. Lammers is working with the Watershed Council to set-up another Bear Creek clean-up from Outward Bound to the bridge by the Junebug around September of 2024 or March of 2025.

4. Committee Business

    a. Community Plan
        i. Review and approve the Draft Initial Study with committee edits and recommend staff:
            1. Proceed with public review and adoption process of the Midpines Community Plan and CEQA Initial Study Negative Declaration.

            MPAC reviewed the requested edits. Francisco expressed his support to approve the final document as presented and opened up discussion.

Ferguson recommended an "and" be added after "…each Planning Area is consistent with the format of the General Plan…" to the fourth sentence of the first paragraph of page two (2) of the initial study.

Engfer explained the approval process and timeline for the document.

By a unanimous vote, the MPAC approved a motion by Collins, with a second by Ferguson, to accept the draft initial study with one correction and recommended that staff proceed with the public review and adoption process of the Midpines Community Plan and CEQA Initial Study Negative Declaration.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

    Francisco provided an update on behalf of Smallcombe; Smallcombe spoke to County Counsel and was advised to work with the property owner to evict the squatters from the property as it is the property owner's responsibility to resolve the issue.

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

    Smallcombe provided a letter from Shannon Hansen to Francisco in response to the MPAC letter of recommendations. Hansen provided a list of signage that has been added to the areas of concern and provided updates about road conditions and maintenance. Francisco had responded to Smallcombe after an inspection and expressed concern about the lack of signage that forewarns motorists about the condition of Colorado Rd/Sherlock Rd. Smallcombe spoke to Hansen and Public Works will be reviewing the continued concerns. MPAC discussed potential solutions to resolving the safety of evacuation routes, such funding sources, road designations, ownership, etc.

    c. KOA/Terramor Status Update

    None

    d. Whispering Pines/Bear Creek Cabins Update

    None

    e. Oak Road Bridge Project Update

    None

    f. Ferguson Project Update

    Francisco provided an update on behalf of Smallcombe: Corey Casey, who is the project manager, will be attending the MPAC meeting on August 14th.

    g. CALTRANS Project/Study Update

    Smallcombe will also work with Casey on establishing signage on Highway 140. Francisco will pull together data from past meetings regarding issues along Highway 140 that should be communicated, such as speed, left turn lanes, etc.

h. Planning Commissioner Update

Engfer provided an update to the MPAC about guidance from the state Department of Housing and Community Development about ADU law and density, which will be discussed further at an upcoming Planning Commission meeting. Engfer stated that the Biomass project will be reviewed at the next meeting as well. Engfer also stated that the Hyatt Place project is currently in the building permit stage. Pivak provided an update on the Missouri Gulch grant-funded project.

i. Supervisor Updates

Engfer provided an update: the Board of Supervisors took action to recommend that the County move forward with the recommendations of the Organizational Study to shift to a "strong County Administrative Officer" structure and other changes.

6. Future agenda items

The MPAC directed staff to include the following items on the next agenda:

- *Same Updates and Activity Reports, including a formal update for the Ferguson Slide from the project team early on in the agenda order, a discussion on the past request for speed control and signage on Highway 140, and a potential discussion with the Upper Merced River Watershed Council about a Bear Creek clean-up.*

7. Adjourn

There being no further business, the meeting of MPAC was adjourned by Chair Francisco at 7:30 PM.

Respectfully Submitted By,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

Mariposa County AGENDA of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION ACTION SUMMARY MINUTES

JULY 19, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:04 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Excused	0:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Gray led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - June 7, 2024

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission approved the minutes of June 7, 2024, as presented. Motion passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner

McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Herman.

E. Discussion and Direction

1. **Planning**

Discussion and Direction Regarding the Implementation of the California Government Code Section 66323 Accessory Dwelling Units (ADUs) and Relation to County Zoning Ordinance Secondary Residence Provisions

Senior Planner, Ben Goger commented that Planning Director, Steve Engfer was unable to attend the meeting but is present via telephone. Engfer introduced the item. Goger, presented the item with a PowerPoint presentation. He provided the commission with the updates from the California Department of Housing and Community Development (HCD) pertaining to the Secondary Residence Provision and Accessory Dwelling Units (ADUs) then asked for the commission's input.

Public comment in support of the secondary residence received by: Christian Zagorski (Yosemite Drafting & Design Company), Miranda Taylor and Marc Farias Jones (Building Design Group), Ken Trujillo (Contractor) and Gary Brown (A local business owner).

After discussion, McCamman requested to have a minute order prepared to memorialize the commission's support for the continued retention of both the ADU Standards and the Secondary Residence.

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the minute order to memorialize the commission's support for the continued retention of both the ADU Standards and the Secondary Residence. Motion passed. 2024-PCRES-009.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Herman.

F. Commissioner Reports

None.

G. Information Items

Information was received by Engfer and Goger.

H. Future Agenda Items

None.

I. Adjournment

There being no further business, the meeting was adjourned at 10:03 AM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

MEMORANDUM

Date: August 16, 2024
To: Board of Supervisors
From: Fish Camp Planning Advisory Council (FCPAC)
Topic: 2023 Annual Report of FCPAC Activity to Board of Supervisors

FCPAC Annual Report 2023:

A. Overview of projects/issues/topics considered by the Committee in 2023;

The FCPAC has standing agenda items, including Ex-Officio reports, that are intended to disseminate important information and discuss potential solutions to issues in a timely manner that are pertinent to the Fish Camp community. During the 2023 year, FCPAC accomplished the following:

- FCPAC determined how to move forward with the snow removal program in Fish Camp, especially with Donn Harter's passing
- Community members utilized the FCPAC platform to move forward with obtaining Fire Wise designation for Fish Camp
- Brown Act and Rosenburg's Rules training
- Discussion on Short-Term Rental study and issues within Fish Camp
- Circulation of information relating to the Silvertip project, Caltrans improvement projects, snow play issues, and more.

B. How the projects/issues/topics fall within the committee's purpose

a. All topics fall within the established purposes of the FCPAC per the adopted bylaws
b. Discussion of development topics within the Fish Camp Town Planning Area for potential recommendation to County decision bodies
c. Informational resource for community and engagement on County issues.

C. Any issues impeding committee effectiveness

a. Not meeting quorum (rare)

D. Goals and objectives for the next year

- Continue the process to obtain Fire Wise designation
- Help to keep the community informed on the projects like Silvertip
- Provide consistent monthly feedback to Board of Supervisors on road maintenance for County roads in Fish Camp

E. Any additional information

- the community input continues to be very positive about the results and value of FCPAC meetings

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Sixth Month Ending June 30, 2024
(In $000s)

Assets	
Cash	$379,107
Restricted Cash	300
Short Term Investments	866,774
Receivables	198,666
Prepaid Expenses	4,096
Other Current Assets	4,070
Total Current Assets	**$1,453,013**
Building, Land, Furniture & Equipment	
Capital Assets	$80,513
Accumulated Depreciation	(45,793)
CIP	2,590
Lease Receivable	3,084
Subscription Asset net Accum Depr	10,510
Total Non-Current Assets	**50,904**
Total Assets	**$1,503,918**
Liabilities	
Accounts Payable	$155,006
IBNR/Claims Payable	365,214
Provider Incentives Payable	22,995
Other Current Liabilities	9,227
Due to State	10,701
Total Current Liabilities	**$563,144**
Subscription Liabilities	8,687
Deferred Inflow of Resources	2,933
Total Long-Term Liabilities	**$11,620**
Fund Balance	
Fund Balance - Prior	$834,772
Retained Earnings - CY	94,381
Total Fund Balance	**929,153**
Total Liabilities & Fund Balance	**$1,503,918**
Additional Information	
Total Fund Balance	**$929,153**
Board Designated Reserves Target	447,288
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	157,418
Value Based Payments	46,100
Provider Supplemental Payments	152,410
Total Reserves	**859,916**
Total Operating Reserve	**$69,237**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Sixth Month Ending June 30, 2024
(In $000s)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*449,959*	*399,413*	*50,546*	*12.7%*	*2,728,460*	*2,520,008*	*208,452*	*8.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$147,724	$134,044	$13,680	10.2%	$958,703	$850,500	$108,203	12.7%
State Incentive Programs	-	-	-	0.0%	24,392	-	$24,392	100.0%
Prior Year Revenue*	20,378	-	20,378	100.0%	20,378	-	$20,378	100.0%
Premiums Commercial	425	344	81	23.6%	2,451	2,065	386	18.7%
Total Operating Revenue	**$168,527**	**$134,388**	**$34,140**	**25.4%**	**$1,005,924**	**$852,565**	**$153,359**	**18.0%**
Medical Expenses								
Inpatient Services (Hospital)	$40,359	$46,177	$5,818	12.6%	$278,921	$279,785	$864	0.3%
Inpatient Services (LTC)	15,879	10,836	(5,043)	-46.5%	102,380	65,656	(36,724)	-55.9%
Physician Services	35,736	26,845	(8,891)	-33.1%	199,181	162,648	(36,533)	-22.5%
Outpatient Facility	18,077	15,667	(2,409)	-15.4%	114,957	94,928	(20,029)	-21.1%
Other Medical**	28,819	26,684	(2,135)	-8.0%	154,669	160,976	6,307	3.9%
State Incentive Programs	-	-	-	0.0%	24,392	-	(24,392)	-100.0%
Total Medical Expenses	**$138,869**	**$126,210**	**($12,660)**	**-10.0%**	**$874,500**	**$763,993**	**($110,507)**	**-14.5%**
Gross Margin	**$29,658**	**$8,178**	**$21,480**	**100.0%**	**$131,424**	**$88,572**	**$42,852**	**48.4%**
Administrative Expenses								
Salaries	$5,622	$5,548	($75)	-1.3%	$33,940	$35,544	$1,604	4.5%
Professional Fees	417	374	(43)	-11.5%	1,698	1,797	100	5.6%
Purchased Services	1,035	1,050	15	1.4%	6,249	6,249	(0)	0.0%
Supplies & Other	868	1,218	349	28.7%	5,187	5,937	750	12.6%
Occupancy	105	116	11	9.3%	673	744	71	9.5%
Depreciation/Amortization	263	317	55	17.2%	1,584	1,783	199	11.2%
Total Administrative Expenses	**$8,310**	**$8,622**	**$312**	**3.6%**	**$49,332**	**$52,055**	**$2,723**	**5.2%**
Operating Income	**$21,348**	**-$444**	**$21,792**	**100.0%**	**$82,092**	**$36,518**	**$45,575**	**100.0%**
Non-Op Income/(Expense)								
Interest	$4,301	$2,374	$1,927	81.2%	$24,666	$15,813	$8,854	56.0%
Gain/(Loss) on Investments	2,205	250	1,955	100.0%	(4,106)	750	(4,856)	-100.0%
Bank & Investment Fees	(60)	(36)	(24)	-64.9%	(322)	(218)	(104)	-47.8%
Other Revenues	202	197	5	2.6%	1,074	1,181	(106)	-9.0%
Grants	(1,358)	(1,463)	105	7.2%	(9,024)	(8,777)	(246)	-2.8%
Total Non-Op Income/(Expense)	**5,290**	**1,322**	**3,968**	**100.0%**	**$12,289**	**$8,748**	**$3,541**	**40.5%**
Net Income/(Loss)	**$26,638**	**$878**	**$25,760**	**100.0%**	**$94,381**	**$45,266**	**$49,116**	**100.0%**
MLR	*82.4%*	*93.9%*			*86.9%*	*89.6%*		
ALR	*4.9%*	*6.4%*			*4.9%*	*6.1%*		
Operating Income	*12.7%*	*-0.3%*			*8.2%*	*4.3%*		
Net Income %	*15.8%*	*0.7%*			*9.4%*	*5.3%*		

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.
**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Sixth Month Ending June 30, 2024
(In PMPM)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*449,959*	*399,413*	*50,546*	*12.7%*	*2,728,460*	*2,520,008*	*208,452*	*8.3%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$328.31	$335.60	($7.30)	-2.2%	$351.37	$337.50	$13.87	4.1%
State Incentive Programs	-	-	-	0.0%	8.94	-	8.94	100.0%
Prior Year Revenue*	45.29	-	45.29	100.0%	7.47	-	7.47	100.0%
Premiums Commercial	0.95	0.86	0.08	9.7%	0.90	0.82	0.08	9.6%
Total Operating Revenue	**$374.54**	**$336.46**	**$38.08**	**11.3%**	**$368.68**	**$338.32**	**$30.36**	**9.0%**
Medical Expenses								
Inpatient Services (Hospital)	$89.70	$115.61	$25.92	22.4%	$102.23	$111.03	$8.80	7.9%
Inpatient Services (LTC)	35.29	27.13	(8.16)	-30.1%	37.52	26.05	(11.47)	-44.0%
Physician Services	79.42	67.21	(12.21)	-18.2%	73.00	64.54	(8.46)	-13.1%
Outpatient Facility	40.17	39.23	(0.95)	-2.4%	42.13	37.67	(4.46)	-11.8%
Other Medical**	64.05	66.81	2.76	4.1%	56.69	63.88	7.19	11.3%
State Incentive Programs	-	-	-	0.0%	8.94	-	(8.94)	-100.0%
Total Medical Expenses	**$308.63**	**$315.99**	**$7.36**	**2.3%**	**$320.51**	**$303.17**	**($17.34)**	**-5.7%**
Gross Margin	**$65.91**	**$20.48**	**$45.44**	**100.0%**	**$48.17**	**$35.15**	**$13.02**	**37.0%**
Administrative Expenses								
Salaries	$12.50	$13.89	$1.39	10.0%	$12.44	$14.10	$1.67	11.8%
Professional Fees	0.93	0.94	0.01	1.0%	0.62	0.71	0.09	12.8%
Purchased Services	2.30	2.63	0.33	12.5%	2.29	2.48	0.19	7.6%
Supplies & Other	1.93	3.05	1.12	36.7%	1.90	2.36	0.45	19.3%
Occupancy	0.23	0.29	0.06	19.5%	0.25	0.30	0.05	16.4%
Depreciation/Amortization	0.58	0.79	0.21	26.5%	0.58	0.71	0.13	18.0%
Total Administrative Expenses	**$18.47**	**$21.59**	**$3.12**	**14.4%**	**$18.08**	**$20.66**	**$2.58**	**12.5%**
Operating Income	**$47.44**	**($1.11)**	**$48.55**	**100.0%**	**$30.09**	**$14.49**	**$15.60**	**100.0%**

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.
**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Statement of Cash Flow
For The Sixth Month Ending June 30, 2024
(In $000s)

	MTD	YTD
Net Income	$26,638	$94,381
Items not requiring the use of cash: Depreciation	263	1,584
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	0	0
Receivables	5,690	292,922
Prepaid Expenses	840	(1,868)
Current Assets	1,214	1,536
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**7,743**	**292,590**
Changes to Payables:		
Accounts Payable	23,055	(250,870)
Other Current Liabilities	(235)	36
Incurred But Not Reported Claims/Claims Payable	19,872	76,841
Provider Incentives Payable	(21,170)	(17,005)
Due to State	6,862	(0)
Subscription Liabilities	0	0
Net Changes to Payables	**28,384**	**(190,997)**
Net Cash Provided by (Used in) Operating Activities	**63,028**	**197,558**
Change in Investments	(4,325)	(20,942)
Other Equipment Acquisitions	(185)	(2,592)
Net Cash Provided by (Used in) Investing Activities	**(4,510)**	**(23,534)**
Deferred Inflow of Resources	0	0
Net Cash Provided by (Used in) Financing Activities	**0**	**0**
Net Increase (Decrease) in Cash & Cash Equivalents	**58,517**	**174,024**
Cash & Cash Equivalents at Beginning of Period	**320,590**	**205,083**
Cash & Cash Equivalents at June 30, 2024	**$379,107**	**$379,107**

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, August 28, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Anita Aguirre,	At Large Health Care Provider Representative
Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Supervisor Wendy Root Askew,	County Board of Supervisors
Ms. Dorothy Bizzini,	Public Representative
Ms. Janna Espinoza,	Public Representative
Supervisor Zach Friend,	County Board of Supervisors
Dr. Donaldo Hernandez,	Health Care Provider Representative
Ms. Elsa Jimenez,	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Mr. Michael Molesky,	Public Representative
Ms. Mónica Morales,	County Health Services Agency Director
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative
Dr. Allen Radner,	At Large Health Care Provider Representative

Commissioners Absent:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Ms. Tracey Belton,	County Health and Human Services Agency Director
Dr. Maximiliano Cuevas,	Health Care Provider Representative

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Ms. Lisa Ba,	Chief Financial Officer
Mr. Scott Fortner,	Chief Administrative Officer
Dr. Omar Guzman,	Chief Health Equity Officer
Dr. Dennis Hsieh,	Chief Medical Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Mr. Cecil Newton,	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Ms. Danita Carlson,	Government Relations Director
Ms. Kay Lor,	Payment Strategy Director
Ms. Anne Brereton,	Deputy County Counsel, Monterey County
Ms. Dulcie San Paolo,	Finance Administrative Specialist

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:00 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

1. Ms. Susan Skotzke, a resident of Santa Cruz County and a mother of a disabled former member of California Children Services (CCS), spoke to the Board about the challenges around obtaining in-home nursing care in one of the most expensive areas in the nation. She emphasized the importance of aligning caregiver compensation with the high cost of living and requested resolution to the concerns she outlined related to nursing care for her daughter.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Molesky spoke about the commencement of the 2024 Paralympics, emphasizing the impressive accomplishments achievable by individuals with access to appropriate medical care and equipment

4. .Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

[Commissioner Morales arrived at this time: 3:07 p.m.]

Mr. Schrader announced that Becky Nanyonjo resigned her position as Merced County Director of Public Health and thus her seat on the Alliance Board, further saying that Alliance staff were especially grateful for her Board service since 2018. Mr. Schrader described that Kathy Stagnaro, Clerk of the Board, is currently out on leave through at least mid-October, and that Dulcie San Paolo is filling in. Mr. Schrader announced that the annual Board retreat will take place on

[Commissioner Hernandez arrived at this time: 3:09 p.m.]

Wednesday, September 25, from 9:30 am to 3:30 pm at the Seascape Golf Club in Aptos, with all Board members in a single location, and he described the planned sessions and speakers. Mr. Schrader shared that he had participated in a ribbon cutting held by Mercy Medical Center in Merced to launch its mobile van and street medicine unit, which the Alliance helped fund. Mr. Schrader shared that the Alliance has agreed to host individual residents from the Dominican Family Medicine Residency Program for sessions on Medi-Cal and managed care. Lastly, Mr. Schrader highlighted two items from the Consent Calendar: Item 9A, Amendments to our Medi-Cal contract with DHCS, and Item 9C, the Mid-Year Report for our Medi-Cal Capacity Grant Program.

Consent Agenda Items: (5. – 9F.): 3:17 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 9F.

MOTION: Commissioner Bizzini moved to approve Consent Agenda items 5 through 9F, seconded by Commissioner Askew.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Armstrong, Askew, Bizzini, Espinoza, Friend, Hernandez, Jimenez, Keheley, Molesky, Morales, Pedrozo, and Radner.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Rabago.

Abstain: None.

Regular Agenda Items: (10. – 12.): 3:20 p.m.

10. Staff recommend the Board review, consider and take action on the request for a position of support for Measure Z, the City of Santa Cruz Beverage tax, which is on the November 5, ballot. (3:20 – 3:51 p.m.)

City of Santa Cruz Councilmember Shebreh Kalantari-Johnson gave a presentation encouraging the board take a position of support for Measure Z. The presentation included health and nutrition statistics regarding sugar sweetened beverages and their effects on public health, focusing on vulnerable members of the population. The presentation cited case studies from the cities of Berkeley and San Francisco that showed how such taxes can result in decreased soda consumption, as well as how youth, young adults, and minorities account for the most consumption of sugary drinks.

Ms. Kalantari-Johnson also noted exemptions to the proposed tax, as well as provided details of the proposed community oversight panel that would report annually on tax impact. Economic impact was also addressed, which noted that the estimated $1.3 million in revenue would be allocated to local recreation such as parks facilities, youth programs, active recreation programs, and facilities for seniors.

Dr. Catherine Forest reiterated Ms. Kalantari-Johnson's comments and noted the endorsement of such taxes among notable health organizations like the W.H.O., and other local communities.

Chair Jimenez opened the floor for public comment. Ms. Susan Skotzke provided public comment from Santa Cruz County.

MOTION: Commissioner Aguirre moved to approve the recommendation to take action for a position of support for Measure Z, the City of Santa Cruz Beverage tax, which is on the November 5 ballot, seconded by Commissioner Bizzini.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Armstrong, Askew, Bizzini, Espinoza, Friend, Hernandez, Jimenez, Keheley, Morales, and Radner.

Noes: Commissioners Molesky and Pedrozo.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Rabago.

Abstain: None.

11. Consider approving proposed CY 2025 Provider Incentive Programs. (3:51 – 4:19 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Kay Lor, Provider Payment Strategy Director, introduced the proposed provider incentive programs for the calendar year (CY) 2025. These programs include the Hospital Quality Incentive Program (HQIP), the Specialist Care Incentive Program (SCI), and the Risk Adjustment Provider Incentive Program (RAI). A detailed review of the proposed program measures, payment methods, and potential payouts was provided for each program.

First, Ms. Lor outlined the proposed CY 2025 HQIP. The incentive program aims to foster collaboration between hospitals and the Managed Care Plan (MCP), with the objective of achieving better outcomes for members, improved coordination of care, the opportunity for hospitals to generate extra revenue, as well as reducing the overall cost of care and advancing value-based payment. All contracted hospitals with 50 or more hospital admissions or emergency visits in 2024 are eligible to participate. Ms. Lor explained that the 2025 HQIP will continue two measures from 2024 and introduce a new data exchange incentive to encourage hospitals to join SCHIO for electronic data sharing with the Alliance.

[Commissioners Friend and Radner departed at this time: 4:04 p.m.]

Next, Ms. Lor presented the proposed CY 2025 SCI program. She explained that the program aims to achieve several objectives. These include improving member access to specialty services, enhancing member care by incentivizing appropriate referrals, reducing emergency

department utilization, improving care coordination for members, and increasing revenue for specialist providers through the continuous advancement of value-based payment.

[Commissioner Rabago arrived at this time: 4:08 p.m.]

Lastly, Ms. Lor presented the proposed CY 2025 Risk Adjustment Provider Incentive program (RAI). She explained that risk adjustment is a method used to account for the differing health statuses and costs of different patient populations. Its goal is to guarantee a fair comparison and to ensure that providers and health plans are not penalized for treating sicker or higher-risk patients who might naturally incur higher costs.

In a review of the proposed program measures, Ms. Lor emphasized that the measures were specifically designed with a goal to offset any administrative burdens that providers may encounter when reporting risk-adjusted diagnoses which is vital to ensure that the appropriate health status can be accurately submitted to DHCS/CMS.

Chair Jimenez opened the floor for public comment. Ms. Susan Skotske provided public comment from Santa Cruz County.

MOTION: Commissioner Askew moved to approve the proposed CY 2025 Provider Incentive Programs, seconded by Commissioner Bizzini.

ACTION: The motion did not pass with the following vote:

Ayes: Commissioners Askew, Bizzini, Espinoza, Molesky, and Pedrozo.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Cuevas, Friend, Radner

Abstain: Commissioners Aguirre, Armstrong, Hernandez, Jimenez, Keheley, Morales, Rabago

Chair Jimenez directed staff to include this item on the September 25, 2024 consent agenda for ratification due to insufficient non-conflicted commissioners being in attendance and eligible to vote.

12. Consider approving 2025 Supplemental Payment Methodology. (4:19 – 4:27 p.m.)

Ms. Kay Lor, Provider Payment Strategy Director, provided background information on the provider supplemental payment. On June 26, 2024, the Board approved a one-time strategic allocation of $152.4 million to be used for provider supplemental payments over multiple years. The Board also authorized staff to develop a supplemental payment methodology to address realized network access and health equity. Ms. Lor went on to present the proposed payment methodology and reviewed the various data points included to identify specialty access challenges. A comprehensive review of the proposed payment methodology was provided along with a breakdown of the estimated 2025 payout.

This item will be placed on the September 25, 2024 consent agenda for ratification due to insufficient non-conflicted commissioners in attendance and eligible to vote. No action was taken by the Board on this recommendation.

Adjourn to Closed Session

13. Conference with legal counsel – anticipated litigation (Gov. Code section 54956.9(d)(2).): (One matter). (4:35 – 4:51 p.m.)

Chair Jimenez reported from Closed Session that no action was taken by the Board in Closed Session.

The Commission adjourned its regular meeting of August 28, 2024 at 4:55 p.m. to the regular meeting of September 25, 2024 at 9:30 a.m. at Seascape Golf Club in Aptos, unless otherwise noted.

Respectfully submitted,

Ms. Dulcie San Paolo
Administrative Specialist

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, June 26, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Leslie Abasta-Cummings	At Large Health Care Provider Representative
Ms. Anita Aguirre	At Large Health Care Provider Representative
Dr. Ralph Armstrong	At Large Health Care Provider Representative
Supervisor Wendy Root Askew	County Board of Supervisors
Ms. Tracey Belton	County Health and Human Services Agency Director
Ms. Dorothy Bizzini	Public Representative
Dr. Maximiliano Cuevas	Health Care Provider Representative
Ms. Janna Espinoza	Public Representative
Supervisor Zach Friend	County Board of Supervisors
Dr. Donaldo Hernandez	Health Care Provider Representative
Ms. Elsa Jimenez	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Ms. Mónica Morales	County Health Services Agency Director
Ms. Rebecca Nanyonjo	County Public Health Director

Supervisor Josh Pedrozo	County Board of Supervisors
Dr. James Rabago	Health Care Provider Representative
Dr. Allen Radner	At Large Health Care Provider Representative

Commissioners Absent:

Mr. Michael Molesky	Public Representative

Staff Present:

Mr. Michael Schrader	Chief Executive Officer
Ms. Lisa Ba	Chief Financial Officer
Mr. Scott Fortner	Chief Administrative Officer
Dr. Dennis Hsieh	Chief Medical Officer
Ms. Jenifer Mandella	Chief Compliance Officer
Mr. Cecil Newton	Chief Information Officer
Ms. Van Wong	Chief Operating Officer
Ms. Jessica Finney	Community Grants Director
Ms. Kay Lor	Payment Strategy Director
Ms. Anne Brereton	Deputy County Counsel, Monterey County
Ms. Kathy Stagnaro	Clerk of the Board

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:00 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

Chair Jimenez welcomed Dr. Kristina Keheley, Mariposa County Health Department Representative, to the Board.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

No members of the public addressed the Commission.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Espinoza acknowledged and appreciated the work of the Enhanced Care Management staff.

Commissioner Rabago discussed the lack of accessible health care, specifically in-patient specialty care, gastroenterology and in-patient cardiology, in Merced County as it relates to the Alliance's mission.

Commissioner Nanyonjo introduced the inaugural Merced County Assistant Health Officer, Dr. Ignacio Santana to the Board.

4. Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

Mr. Schrader welcomed Dr. Kristina Keheley to her first Alliance Board meeting.

He reported that on Saturday the legislature and Governor Newsom reached an agreement on the state budget for fiscal year 2024-25 that begins on July 1, 2024. The budget rejects some of the cuts that were proposed in the May revise. The state budget rejected the May revise proposal to eliminate $2.4B in new health investments and instead includes that targeted rate increases for family planning, emergency physicians, and emergency transportation will begin on January 1, 2025. Targeted rate increases for primary care, obstetric care, private duty nurses, and specific other rates will start on January 1, 2026 which is one year later than originally planned. The budget maintains state commitments for workforce programs for residencies, nurse training and other pipeline programs. It restores funding for the Children and Youth Behavioral Health Initiative and it rejects proposed cuts to In-Home Supportive Services (IHSS), protecting the expansion of IHSS coverage for undocumented for all ages and maintaining the IHSS back-up provider system. The state budget appears to uphold cuts to the Equity and Practice Transformation program including reducing funding for Cohort 1 and eliminating funding for any additional cohorts. The budget also includes delaying the start of gradually increasing the minimum wage for healthcare workers to $25 per hour over the next decade. The budget package includes a budget bill junior and several trailer bills which are being flushed out by the legislature this week. The governor has until Sunday, June 30, 2024, the end of the fiscal year, to sign the budget act for fiscal year 2024-25 that starts on Monday, July 1, 2024.

[Commissioner Nanyonjo arrived at this time: 3:07 p.m.]

The coalition of hospitals, physicians, and health plans continue to pursue a ballot measure on the managed care organization (MCO) tax for the November election. The coalition remains concerned that revenue from the MCO tax not be directed in future budget years. The ballot measure would require the MCO tax revenue be used for Medi-Cal provider increases and that it not be used to supplant preexisting state or local funding.

The Alliance held its quarterly All-Staff meeting at the Cocoanut Grove on the Santa Cruz Boardwalk on June 13, 2024. Agenda topics included organizational clarity, organizational workload, process improvement, health equity for our members and Mission in Motion. The Alliance's organizational workload is heavy and will be for the next two years because of six initiatives that will make a bold difference for our members. By increasing Enhanced Care Management enrollment the most vulnerable members, such as those experiencing homelessness, will be connected to needed clinical services and non-clinical supports in the community. By launching a D-SNP program it will be possible for low-income seniors and individuals with disabilities to obtain Medi-Cal and Medi-Care coverage from a single plan (the Alliance).

[Commissioners Abasta-Cummings and Morales arrived at this time: 3:12 p.m.]

By improving quality in Merced, more children will get in to see their doctors for immunizations, lead screenings and other preventative services, thus helping to close a geographic health disparity across the five-county service area. By moving over to the Jiva Care Management System, staff will be better positioned to help members in accordance with National Committee for Quality Assurance and Medicare standards. By bringing behavioral health in-house, staff will have a direct relationship with members and provider partners.

[Commissioner Hernandez arrived at this time: 3.15 p.m.]

There are three notable items on the consent agenda: 1) ratification of the Department of Healthcare Services (DHCS) contract amendment, 2) renewal of an agreement with Monterey County for the Alliance to continue to provide coverage for eligible IHSS workers in Monterey County from July 1, 2024 to June 30, 2025; and 3) DHCS contract amendment adjusting the 2023 capitation rates for Medi-Cal managed care plans to reflect lower acuity.

Consent Agenda Items: (5. – 9C.): 3:20 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 9C.

MOTION: Commissioner Cuevas moved to approve Consent Agenda items 5 through 9C, seconded by Vice Chair Pedrozo.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Askew, Belton, Bizzini, Cuevas, Espinoza, Friend, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioner Molesky.

Abstain: None.

Regular Agenda Items: (10. – 12.): 3:21 p.m.

10. Consider approving proposed 2025 Behavioral Health Service Incentive. (3:21 – 3:44 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Kay Lor. Provider Payment Director, discussed the program objective to provide timely treatment of mental and behavioral health conditions, improve member quality of life and coordination of care, advance value-based payments and support the development of a robust mental health network. The program proposes funding of $9M for an 18-month period, all contracted behavioral health providers will qualify, a provider sign-on payment to build roust network, a provider payment structure to close language barriers and increase quality. There are a total of eight proposed incentive program measures: Primary Care Provider Coordination, Provider Satisfaction Survey, Health Equity Training, Member Access, DHCS Adverse Childhood Experiences Aware Training, Access, Reduced Emergency Department Utilization, Applied Behavioral Analysis Therapy Access. Commissioners discussed and considered specific metrics for youth and dual-diagnosed population.

MOTION: Commissioner Askew moved to approve the Behavioral Health Incentive Program design for July 2025 to December 2026, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Espinoza, Friend, Nanyonjo and Pedrozo.

Noes: None.

Absent: Commissioners Hernandez and Molesky.

Abstain: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Cuevas, Jimenez, Keheley, Morales, Rabago and Radner.

11. Consider approving Strategic Allocation of Reserve. (3:44 – 4:19 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Lisa Ba, Chief Financial Officer, discussed the 2023 financial performance. The health care expense reserve target is three times the average monthly premium capitation. The reserve may be used to improve member benefits, expand network access and augment provider reimbursement. There are adequate reserves with no need to build a higher balance. To achieve health equity and patient-centered delivery transformation, the Alliance must partner closely with providers. The Alliance reserve policy allows the use of reserve to augment provider payment and improve access. This recommendation aims to strengthen the network's financial stability in light of the state budget deficit and uncertainly around state Medi-Cal funding.

MOTION: Commissioner Friend moved to approve a one-time strategic allocation of $152,409,630 to be used for provider supplemental payment over multiple years, seconded by Vice Chair Pedrozo.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Espinoza, Friend, and Pedrozo.

Noes: None.

Absent: Commissioner Molesky.

Abstain: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Cuevas, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Rabago and Radner.

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item

Ms. Lisa Ba, Chief Financial Officer, discussed the supplemental payment methodology. At the April 2024 Board meeting the Alliance's Access Framework, including the concept of realized access were reviewed as well as updated metrics and Alliance performance relative to network adequacy and realized access. Additional opportunities to increase member access from a

health system's perspective were discussed. Staff plan to bring the supplemental payment methodology back to the Board and implement a multi-year supplemental payment beginning in 2025.

Chair Jimenez opened the floor for public comment. The following person spoke:

1. Ms. Stephanie Auld spoke about Alliance options to directly impact quality of life and safety impact of wheelchair users.

MOTION: Commissioner Cuevas moved to authorize staff to develop a supplemental payment methodology that addresses realized network access and health equity, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Askew, Belton, Cuevas, Espinoza, Friend and Pedrozo.

Noes: None.

Absent: Commissioners Aguirre and Molesky.

Abstain: Commissioners Abasta-Cummings, Armstrong, Bizzini, Hernandez, Jimenez, Keheley, Morales, Nanyonjo, Rabago and Radner.

[Commissioner Friend departed at this time: 4:19 p.m.]

12. Consider approving Medi-Cal Capacity Grant Program Allocation for Mariposa County. (4:19 – 4:36 p.m.)

Ms. Jessica Finney, Community Grants Director, provided background on the Medi-Cal Capacity Grant Program (MCGP). The existing MCGP allocation cannot support the significant interest and demand in Mariposa County through 2024. Mariposa is included in the same region for revenue rates as Mered, Monterey and Santa Cruz counties. It is critical that an additional investment is made in Mariposa County to improve quality scores and support capacity building costs for workforce recruitment and infrastructure in this extremely rural county. The Mariposa County one-time $5M allocation would be an interim step toward sustainable equity-based MCGP allocation methodology withing the five-county service area. The Board plans to discuss options for equity-based allocation and grantmaking within the service area at a future meeting.

MOTION: Commissioner Askew moved to approve a one-time allocation of $5M from the Medi-Cal Capacity Grant Program unallocated budget to the available funds for grantmaking in Mariposa County, seconded by Commissioner Cuevas.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Askew, Belton, Bizzini, Cuevas, Espinoza, Hernandez, Jimenez, Morales, Nanyonjo, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioners Friend and Molesky.

Abstain: Commissioner Keheley.

The Commission adjourned its regular meeting of June 26, 2024 at 4:36 p.m. to the regular meeting of August 28, 2024 at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister and Mariposa.

Respectfully submitted,

Ms. Kathy Stagnaro
Clerk of the Board

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, September 9th, 2024

Members Present: Darlene Miles, Dana Hallett, Eva Adams, Mary Dempsey & Mary Wilson

Members Absent: Terrylie DeBeck

Union Representative(s): Absent

Staff Present: Janet Gass & Jason Allen

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

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:40PM by

Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
2. Approvals:
    a. September 9th, 2024 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D, to approve the September 9th, 2024 Agenda.
    b. August 12th., 2024 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D., to approve the August 12th, 2024 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. SB1249 has passed, the bill calls for greater consistency in terms of services offered to elderly and people with disabilities in California. Makes it easier for local jurisdictions to modify how they connect with CA department of aging.

ii. Rosemarie spoke to Kristina Kehely (Health and Human Services Director) about whether we will continue to be part of Area 12 Agency on Aging (A12AA) though further discussion will be held before a decision can be made. Reached out to executive director for CA Commission on Aging, they were supportive of this legislation. Will follow-up for more specifics on what the legislation will mean on a state level. Dana asked what the reason would be to change from A12AA: Rosemarie mentioned that it is not yet clear what service A12AA provides that could not be provided by HHSA staff and it may turn out that financially it would be more beneficial to have HHSA take on the responsibility as it would mean less funding going towards administrative costs spent on contracting with an outside entity.

iii. The Board of Supervisors approved an updated county budget, more discussion will be held around expenditure allowances.

iv. Guide House presented to the board about restructuring the relationship between Mariposa's County Admin Officer (CAO) and appointed department heads, new idea is that the heads would report to the CAO who would then report to the board on their behalf.

v. Discussed Mariposa County Information Exchange.

vi. Discussed Mental Health Care Act.

b. Christy – IHSS:

    i. Not present at this meeting.

c. Janet – Public Authority:

    i. Currently have 3 social workers and will be losing one soon. From 8/1 – 9/9 2024 received 21 new apps for IHSS services. Being down a social worker will create a heavier workload for the remaining workers until the position is filled again.

    ii. Dana asked about available providers, Janet explained that the amount is decreasing. There is an ongoing list of recipients seeking a provider and are there is no one available. Some recipients are looking for an additional provider, those who have no provider at all are made a priority. Janet explained the registry provider process.

6. Quarterly Stats Update: Cancelled
7. Next Scheduled Meeting Date: October 14th, 2024.
8. Adjournment: @ 3:00PM.

MIDPINES PLANNING ADVISORY COMMITTEE

FINAL MEETING MINUTES (Approved 6/12/24)

DATE: **WEDNESDAY, APRIL 10th 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Midpines Planning Advisory Committee (MPAC) was called to order by Vice Chair Huppe at 6:04 PM.
Present: Heather Huppe, Caroline McGrath, Charles Lammers, Adam Ferguson, Nancy Parke, Angela Heiss, Candy O'Donel-Browne (Arrived @ 6:08 PM)
Excused: Gary Francisco, Eileen Collins, Art Baggett (Planning Commissioner)
Staff: Hannah Harrison, Steve Engfer
Ex-Officio- Supervisor Rosemarie Smallcombe

2. Approval of Minutes:
    a. Meeting of March 13th, 2024

By a unanimous vote, the MPAC approved a motion by O'Donel-Browne, with a second by, to approved as presented.

3. Public comments

Huppe made a comment that the Bulletin Board at the Post Office replacement by the property owner. A brief discussion occurred. Smallcombe commented regarding the Midpines Park Art installation forthcoming. And that the Board approved the artwork. Discussion occurred regarding the materials and the potential for extra protection.
Lammers commented regarding the upcoming Upper Merced River Watershed Council second annual film festival on Saturday to be held at the Grove House in Mariposa, 5-6 Happy Hour and film after. Discussion occurred also regarding potential community clean-up activities on Bear Creek near the confluence of the Merced River near Bear Creek.

4. Committee Business
    a. Community Plan

        i. Discussion and Recommendation to the Planning Commission and Board of Supervisors on Midpines Community Plan Draft

Staff presented minor edits to the Draft Plan on page 5-2 line 25 and 29, and Page 5-5 regarding adding "be" to the outdoor lighting compliance, Edits were accepted unanimously.
Staff provided an overview of the next step for MPAC review of the Initial Study staff draft at the next meeting for review prior to public review and adoption process.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

Lammers provided information regarding activities on the property and/or the adjacent property including an encampment including quad movement on the property. Discussion occurred regarding fire risk. Smallcombe asked clarifying questions regarding the location of encampment on BIA land or Muir Lodge property and the option to contact CALFIRE again regarding the issue. Lammers commented regarding Code Compliance effort to remove people of the encampment some months prior. Discussion occurred regarding the remaining buildings and BLM land and authorities of CALFIRE on the land.

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

Lammers asked regarding the evacuation route and Public Works efforts regarding signage and the NPS.. Smallcombe responded regarding the letter that was sent by MPAC. Discussion occurred regarding coordination. Smallcombe suggested she would speak with Joe Meyer regarding the coordination including Sheriffand CHP.

c. KOA/Terramor Status Update

Smallcombe mentioned she and Supervisor Forsythe met with the KOA agent Brian Fulce regarding fuel load modification of the properties. Lammers mentioned Harris well drilling activities on the site. Engfer mentioned that future applications would require water quality and quantity as part of studies needed and well drilling permitting is conducted through the Health Department. Brief discussion occurred regarding water. Engfer noted that no land use entitlement application has been received and no known submittal date.

d. Whispering Pines/Bear Creek Cabins Update

Discussion occurred regarding the current activities at the site including people sleeping in cars etc. and the overall situation of the people at the site including potential public nuisance. Also, discussion occurred regarding easement requirements for access including fire access for a potential project in the future as well as a lawsuit by the property owners pertaining to access and easement rights on neighboring parcel to the site. No land use enticement application has been received at Planning to date.

e. Oak Road Bridge Project Update

Parke provided an update including the recent flood impact to the road itself and the design parameters and that the current design does not meet the design standards. And there may be an opportunity for another design and location upstream. Discussion occurred regarding how long it takes. Smallcombe mentioned that Public Works has prepared a matrix from all bridges that are currently on the radar and that the Oak Road Bridge as a part. That there is money left of approximately $100,000 still available in the preliminary engineering account and that the technical study is not complete. And that Public Works is looking into connecting with the nearby property owner to look at moving the bridge that way. Discussion occurred regarding design standards and an outstanding question whether the standards from the time of initial funding of the bridge project are applicable or current standards are applicable. Smallcombe suggested that if Parke could help with the neighboring property owner contact, that would be helpful. And after that design standards could be addressed.

f. CALTRANS Project/Study Update

Discussion occurred regarding the Hwy signage and relationship to the speed study. Discussion occurred regarding eastbound turns into Autocamp and signage needs. Lammers suggested additional signage for traffic controls and potential need for left hand turn lane into Autocamp and safety issues related. Huppe also suggested more traffic control signage needs due to safety issue associated with turns into Autocamp. Smallcombe offered to check back with her CALTRANS contact.

Lammers commented on the Tiechert Hwy 140 striping and construction project schedule. Smallcombe mentioned she understood that the project was supposed to be completed in the spring. Discussion occurred regarding the

construction activities. Lammers mentioned the left turn lanes and left turn arrows at the Bug Hotel encroachment because drivers on the highway have no signage indicating the left turn lanes are not available for passing. People think that it's a passing lane and that Hwy striping is needed. Smallcombe offered to include that when she contacts CALTRANS.

g. Ferguson Update

Smallcombe provide an update regarding the project including the March 20 presentation and a June California Transportation Commission meeting where the project would be considered regarding contracting for the project. An RFP may be issued in the fall on the project and possible construction spring and summer of 2025. Smallcombe offered to continue to update the committee on the project in the future and if the Committee also wants an update from Corey (sp) including a video.

h. Planning Commissioner Update

Engfer gave an update on the Planning Commission (PC) recommendations to the Board of Supervisors on the Short-Term Rental study which included a series of housing related recommendations. And on April 19, 2024 PC meeting would consider the Biomass project

i. Supervisor Updates

Smallcombe provided an update on Board items including: the landfill, Short-Term Rental Study, presentation on the Conference Center study, Community Gardens presentation by HHSA staff (which is responsive to the County Strategic Plan including potential site in North County), a Countywide organizational study is underway and a Board Code of Ethics. Discussion occurred regarding the Code of Ethics and past Board issues with meeting for lunch and Brown Act violations. Further discussion occurred regarding the landfill and the importance of landfill and its capacity/life. Also, the Board appointed Corinna Miranda as Interim Building Director and Joe Lynch as Interim CAO. Smallcombe also provided an overview of the County organizational study underway and that updates would be provided by Guidehouse (contractor conducting the study) on a regular basis until completed. Smallcombe also mentioned Dr. Eric Sergeinko's resignation. Discussion occurred about Sergienko's professionalism and skills and that he would be missed.

Smallcombe mentioned the Midpines Firewise efforts and the past work of Gary Francisco's and John Schroeder's past work that is relevant to the Firewise efforts. Smallcombe mentioned that CALFIRE staff John Morgan and support for Firewise from CALFIRE. Additional discussion occurred regarding fire insurance, Frank Bigelow's efforts for data collection on defensible space and structure loss.

6. Future agenda items
   Committee requested to include the existing updates on future agendas.

7. Adjourn
   Meeting adjourned at 7:57 pm.

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES *FINAL* (Approved 7/10/2024)

DATE: **WEDNESDAY, JUNE 12th, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:06 PM.
Present: Gary Francisco, Heather Huppe, Nancy Parke, Angela Heiss, Candy O'Donel-Browne, Charles Lammers, Eileen Collins, Caroline McGrath, Rosemarie Smallcombe (Supervisor)
Excused: Art Baggett (Planning Commissioner), Adam Ferguson
Staff: Polina Pivak, Steve Engfer
Guest: None

2. Approval of Minutes:
    a. Meeting of April 10th, 2024

    By a unanimous vote, the MPAC approved a motion by McGrath, with a second by Lammers, to accept the minutes with corrections:

    - Page 2: correct numbering
    - Page 2: correct first sentence of first paragraph for readability, correct BLM to BIA
    - Public comment agenda item: correct for readability, missing word
    - Page 2, last sentence of the first paragraph: correct misspelling "remaining"
    - Page 2, item b: correct misspelling of sheriff
    - Page 2, item e: correct misspelling in 3rd line
    - Page 3, item j: line 5, correct grammar error; line 8, correct misspelling "on a"
    - Page 3, item h: add space in first sentence
    - Page 3 item j: correct "Sergienko"

    Note, Francisco and Collins cannot vote on the minutes, because they were not present at the April 10th meeting.

3. Public comments

4. Committee Business

    a. Discussion and Planning for Working Lands, Working Artists Unveiling and Bear Creek Clean-Up Event on June 14th/15th

Francisco introduced the item and clarified that June 15th has been chosen as the date for the event. Pivak presented the schedule of events. Pivak asked for input from the MPAC on potential tasks for clean-up. McGrath suggested spraying the poison oak with vinegar, salt, and Dawn. Parke, Lammers, and Smallcombe recommended removal of yellow star thistle and mustard plants. Pivak said that Public Works gave permission to put up a bulletin board if desired. Pivak suggested potentially putting down wood chips or blowing leaves.

MPAC discussed a future clean-up of Bear Creek to handle the large pieces of trash.

MPAC completed discussion of the schedule, lunch, refreshments, preparation of the Midpines Hall, and necessary supplies.

b. Community Plan
    i. Discussion and Recommendation to the Planning Commission and Board of Supervisors on Midpines Community Plan Draft: CEQA Administrative Draft Initial Study review, edit and recommendation to staff for preparation of final public drafts of the Plan and CEQA documents for public review and adoption.

    Francisco introduced the item. Collins stated that she feels that the CEQA document is complete except for a few typos. Heiss agreed.

    Engfer stated that staff can prepare the final packet, including the CEQA document and Midpines Community Plan draft, for formal recommendation to the Planning Commission and Board of Supervisor at the next meeting.

    Francisco and Engfer recommended that the MPAC email their edits to the Planning Department to make the necessary changes. Smallcombe asked if it would be possible to only bring the document back for final review if there are substantiative edits that might change the intent of the document.

    By a unanimous vote, the MPAC accepted a motion by Collins, and a second by O'Donel-Browne, to submit their edits on the CEQA document to Pivak and direct staff to bring the edited final draft to the next meeting for formal approval and advancement of the CEQA document and Midpines Community Plan draft.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

    Lammers stated that the transformer has been removed from the property, in addition to a few other structural components. There are additional trailers and encampments behind the property.

    Smallcombe requested that Lammers send an email with his observations and provided an update from Corrina Miranda regarding the property owner's financial issues and inability to complete clean-up of the property. The property line between Muir Lodge and the Bureau of Indian Affairs is still not fully understood for the purposes of cleaning up the property.

    MPAC discussed the history of potential development on the Muir Lodge property, which failed due to costs, and mechanisms for code enforcement in Mariposa County.

    MPAC discussed the potential of litigation or if any other code compliance actions can be taken, because of the property owner's lack of action. Smallcombe stated that she would check with County Counsel.

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

Smallcombe stated that she would check with Joe Meyer about better communication between NPS and County emergency services. Lammers asked that Smallcombe also check-in about the potential for navigational signage.

c. KOA/Terramor Status Update

Engfer stated that no application has been submitted and there has been no activity. Smallcombe stated that she spoke to the applicants, and they are hoping to submit by the end of 2024 or beginning of 2025.

Lammers stated that there has been some vegetation management done on the property.

d. Whispering Pines/Bear Creek Cabins Update

No updates at this time, however, there are still outstanding issues with cleaning up the propert and potential guests. There may be an Airbnb still being rented out on the property, which can be verified with the County Clerk.

e. Oak Road Bridge Project Update

Parke stated that there has been no update from the County Engineer, but some potholes have been fixed along the road. Smallcombe stated that Public Works is interested in moving the bridge away from Parke's property and requested the contact information of Parke's neighbor to discuss utilizing an existing easement.

f. CALTRANS Project/Study Update

Francisco reminded the group about requesting new signage and a speed study from Caltrans near Autocamp. Smallcombe recommended inviting Caltrans to a meeting to discuss their concerns, because there has been some miscommunication regarding the actual request from MPAC.

g. Ferguson Update

Smallcombe requested that Corey Casey be added to the July 10th MPAC agenda for a formal update from the Ferguson Slide team.

The project team expects to send out an RFP later this year and to potentially start work in the spring of 2025.

h. Planning Commissioner Update

Smallcombe provided an update on behalf of Art Baggett: Baggett requested that members of the MPAC attend the Planning Commission and Board of Supervisors meetings for approval of the Midpines Community Plan.

i. Supervisor Updates

Smallcombe presented the organizational study being conducted by Guidehouse to the MPAC, which is expected to be finalized and presented to the Board of Supervisors in July. Smallcombe requested that the MPAC attend. Smallcombe stated that she had requested that this presentation be structured like a workshop in order to listen to feedback from the public as well.

McGrath killed the fly at 7:55 PM.

Smallcombe provided an update on the County budget issues, including delays in the single audit, state funding, department budget requests, and ongoing communications.
Smallcombe made progress on obtaining Firewise designation. Smallcombe was able to find a distribution list around Rancheria Creek. Bureau of Land Management (BLM) can offer expedited environmental review for clearing work in this area and other BLM properties for progress in obtaining Firewise designation.

6. Future agenda items

The MPAC directed staff to include the following items on the next agenda:

- *Same Updates and Activity Reports, including a formal update for the Ferguson Slide from the project team early on in the agenda order.*
- *Return with Final CEQA Document and Midpines Community Plan for advancement*

7. Adjourn

There being no further business, the meeting of MPAC was adjourned by Chair Francisco at 8:11 PM.

Respectfully Submitted By,

Polina Pivak, Housing and Community Development Specialist

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES FINAL (Approved 8/14/24)

DATE: **WEDNESDAY, JULY 10th, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:02 PM.
Present: Gary Francisco, Heather Huppe, Nancy Parke, Adam Ferguson, Charles Lammers, Eileen Collins
Excused: Angela Heiss, Candy O'Donel-Browne, Caroline McGrath, Rosemarie Smallcombe (Supervisor), Art Baggett (Planning Commissioner)
Staff: Polina Pivak, Steve Engfer
Guest: None

2. Approval of Minutes:
    a. Meeting of June 12th, 2024

    By a unanimous vote, the MPAC approved a motion by Lammers, with a second by Collins, to accept the minutes as presented.

    Note: Adam Ferguson could not vote on the minutes, because he was not present at the meeting.

3. Public comments

    Parke asked a question on behalf of her neighbor: who is responsible for clearing private roads? Francisco stated it is the responsibility of the property owners who use the road and should form a road maintenance association.

    Francisco made an announcement from the Upper Merced River Watershed Council: they received a significant grant to support their mission. Lammers is working with the Watershed Council to set-up another Bear Creek clean-up from Outward Bound to the bridge by the Junebug around September of 2024 or March of 2025.

4. Committee Business

    a. Community Plan
        i. Review and approve the Draft Initial Study with committee edits and recommend staff:
            1. Proceed with public review and adoption process of the Midpines Community Plan and CEQA Initial Study Negative Declaration.

            MPAC reviewed the requested edits. Francisco expressed his support to approve the final document as presented and opened up discussion.

Ferguson recommended an "and" be added after "…each Planning Area is consistent with the format of the General Plan…" to the fourth sentence of the first paragraph of page two (2) of the initial study.

Engfer explained the approval process and timeline for the document.

By a unanimous vote, the MPAC approved a motion by Collins, with a second by Ferguson, to accept the draft initial study with one correction and recommended that staff proceed with the public review and adoption process of the Midpines Community Plan and CEQA Initial Study Negative Declaration.

5. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

    Francisco provided an update on behalf of Smallcombe; Smallcombe spoke to County Counsel and was advised to work with the property owner to evict the squatters from the property as it is the property owner's responsibility to resolve the issue.

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

    Smallcombe provided a letter from Shannon Hansen to Francisco in response to the MPAC letter of recommendations. Hansen provided a list of signage that has been added to the areas of concern and provided updates about road conditions and maintenance. Francisco had responded to Smallcombe after an inspection and expressed concern about the lack of signage that forewarns motorists about the condition of Colorado Rd/Sherlock Rd. Smallcombe spoke to Hansen and Public Works will be reviewing the continued concerns. MPAC discussed potential solutions to resolving the safety of evacuation routes, such funding sources, road designations, ownership, etc.

    c. KOA/Terramor Status Update

    None

    d. Whispering Pines/Bear Creek Cabins Update

    None

    e. Oak Road Bridge Project Update

    None

    f. Ferguson Project Update

    Francisco provided an update on behalf of Smallcombe: Corey Casey, who is the project manager, will be attending the MPAC meeting on August 14th.

    g. CALTRANS Project/Study Update

    Smallcombe will also work with Casey on establishing signage on Highway 140. Francisco will pull together data from past meetings regarding issues along Highway 140 that should be communicated, such as speed, left turn lanes, etc.

h. Planning Commissioner Update

Engfer provided an update to the MPAC about guidance from the state Department of Housing and Community Development about ADU law and density, which will be discussed further at an upcoming Planning Commission meeting. Engfer stated that the Biomass project will be reviewed at the next meeting as well. Engfer also stated that the Hyatt Place project is currently in the building permit stage. Pivak provided an update on the Missouri Gulch grant-funded project.

i. Supervisor Updates

Engfer provided an update: the Board of Supervisors took action to recommend that the County move forward with the recommendations of the Organizational Study to shift to a "strong County Administrative Officer" structure and other changes.

6. Future agenda items

The MPAC directed staff to include the following items on the next agenda:

- *Same Updates and Activity Reports, including a formal update for the Ferguson Slide from the project team early on in the agenda order, a discussion on the past request for speed control and signage on Highway 140, and a potential discussion with the Upper Merced River Watershed Council about a Bear Creek clean-up.*

7. Adjourn

There being no further business, the meeting of MPAC was adjourned by Chair Francisco at 7:30 PM.

Respectfully Submitted By,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

Mariposa County AGENDA of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION ACTION SUMMARY MINUTES

JULY 19, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:04 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Excused	0:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Gray led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - June 7, 2024

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission approved the minutes of June 7, 2024, as presented. Motion passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner

McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Herman.

E. Discussion and Direction

1. **Planning**

Discussion and Direction Regarding the Implementation of the California Government Code Section 66323 Accessory Dwelling Units (ADUs) and Relation to County Zoning Ordinance Secondary Residence Provisions

Senior Planner, Ben Goger commented that Planning Director, Steve Engfer was unable to attend the meeting but is present via telephone. Engfer introduced the item. Goger, presented the item with a PowerPoint presentation. He provided the commission with the updates from the California Department of Housing and Community Development (HCD) pertaining to the Secondary Residence Provision and Accessory Dwelling Units (ADUs) then asked for the commission's input.

Public comment in support of the secondary residence received by: Christian Zagorski (Yosemite Drafting & Design Company), Miranda Taylor and Marc Farias Jones (Building Design Group), Ken Trujillo (Contractor) and Gary Brown (A local business owner).

After discussion, McCamman requested to have a minute order prepared to memorialize the commission's support for the continued retention of both the ADU Standards and the Secondary Residence.

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the minute order to memorialize the commission's support for the continued retention of both the ADU Standards and the Secondary Residence. Motion passed. 2024-PCRES-009.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Herman.

F. Commissioner Reports

None.

G. Information Items

Information was received by Engfer and Goger.

H. Future Agenda Items

None.

I. Adjournment

There being no further business, the meeting was adjourned at 10:03 AM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

MEMORANDUM

Date: August 16, 2024
To: Board of Supervisors
From: Fish Camp Planning Advisory Council (FCPAC)
Topic: 2023 Annual Report of FCPAC Activity to Board of Supervisors

FCPAC Annual Report 2023:

A. Overview of projects/issues/topics considered by the Committee in 2023;

The FCPAC has standing agenda items, including Ex-Officio reports, that are intended to disseminate important information and discuss potential solutions to issues in a timely manner that are pertinent to the Fish Camp community. During the 2023 year, FCPAC accomplished the following:

- FCPAC determined how to move forward with the snow removal program in Fish Camp, especially with Donn Harter's passing
- Community members utilized the FCPAC platform to move forward with obtaining Fire Wise designation for Fish Camp
- Brown Act and Rosenburg's Rules training
- Discussion on Short-Term Rental study and issues within Fish Camp
- Circulation of information relating to the Silvertip project, Caltrans improvement projects, snow play issues, and more.

B. How the projects/issues/topics fall within the committee's purpose

a. All topics fall within the established purposes of the FCPAC per the adopted bylaws
b. Discussion of development topics within the Fish Camp Town Planning Area for potential recommendation to County decision bodies
c. Informational resource for community and engagement on County issues.

C. Any issues impeding committee effectiveness

a. Not meeting quorum (rare)

D. Goals and objectives for the next year

- Continue the process to obtain Fire Wise designation
- Help to keep the community informed on the projects like Silvertip
- Provide consistent monthly feedback to Board of Supervisors on road maintenance for County roads in Fish Camp

E. Any additional information

- the community input continues to be very positive about the results and value of FCPAC meetings

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES FINAL

(Approved as amended 9/11/24)

DATE: **WEDNESDAY, AUGUST 14th, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call
   Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:01 PM.
   Present: Gary Francisco, Heather Huppe, Nancy Parke, Adam Ferguson, Charles Lammers, Candy O'Donel-Browne, Caroline McGrath, Rosemarie Smallcombe (Supervisor), Angela Heiss
   Excused: Eileen Collins, Art Baggett (Planning Commissioner)
   Staff: Polina Pivak, Steve Engfer
   Guest: Michael/Marco (NorCal Carpenter's Union), Corey Casey, Kristina Rylands, Laura Wisdom, Angela (NorCal Carpenter's Union), Janette Gamble

2. Approval of Minutes:
   a. Meeting of July 10th, 2024
      By a unanimous vote, the MPAC approved a motion by Lammers, with a second by Heiss, to accept the minutes as presented.

      Note: Caroline McGrath cannot vote because she was not present at the meeting.

      Smallcombe pointed out an error in Section 5.a.: it is the property owner's responsibility to evict the squatters, therefore the sentence should be revised to remove, "and Corrina Miranda."

      By a unanimous vote, the MPAC approved an amended motion by Lammers, with a second by Heiss to approve the minutes as corrected.

3. Public comments

   Francisco stated that the Mariposa Friends of the Library, Mariposa Fire Safe Council, and Mariposa Resource Conservation District, and Mariposa Fire Department are sponsoring an event on August 24th from 10 Am to Noon at the Midpines Community Hall to provide information on wildfire preparation.

   Gamble asked who to contact regarding road quality concerns. Lammers suggested Public Works. Francisco stated that Supervisor Smallcombe would be the best contact.

4. Ferguson Project Update with Corey Casey, Project Manager

   Lammers announced to the group that he and Huppe met with Casey prior to the meeting to express their concerns in the area.

Casey gave a presentation; including a history of the rockfall events that have occurred at the Ferguson Project location, rock shed project development, and a rendering of the proposed construction process. The project will be constructed from top-down, will take approximately 5 years to construct, and includes project elements and engineering that are unique. Project is currently in the process of obtaining funding and should begin construction in the spring to summer of 2025.

Ferguson asked about whether the road will be widened. Casey stated yes, however the area will be restored to the existing condition as much as possible
Rylands asked about compliance with the Wild and Scenic River Act. Casey confirmed that the project design has taken so long to complete to ensure compliance with the Act.
Huppe asked if traffic is expected to increase and Casey stated yes, but it will not be noticeable when compared to the existing conditions.
Rylands asked if the temporary bridges will be removed and Casey said yes, and it requires a highway closure to complete.

Casey stated that another interesting point in the project is the potential for operating the equipment remotely as well as the sheer load the project is expected to support.

Francisco asked about traffic concerns that have been previously discussed by MPAC. Casey explained that there is a potential to work with Autocamp to resolve some of the issues, however studies must be completed before a project can be initiated. Therefore, Casey expects a safety and operational study to be completed along Highway 140. Casey said that he and his team can return to present on the results of the studies.

Casey asked if there are any additional concerns other than safety at the curve near Autocamp. Lammers said that there is a concern near the Junebug and they already showed Casey some of the other signage and speed issues along Highway 140.

5. Presentation and Discussion on Bear Creek Clean-up with Kristina Rylands, Vice-Chair of Upper Merced River Watershed Council Board

Rylands gave a presentation on the Upper Merced River Watershed Council, its mission, and scope. The Great Sierra River Clean-Up will happen on September 21st. Rylands was contacted by Lammers to conduct a clean-up of Bear Creek, which is a major tributary of the Merced River, due to existing debris in the creek. Rylands expressed the potential issues associated with the clean-up, such a need for equipment and property owner authorization, and requested a discussion on planning the clean-up with MPAC.

Lammers stated that they could partner with Outward Bound for volunteers. Rylands said she already communicated with the organization, and they are willing to help. Lammers said that this clean-up could be tentatively set to occur a year from now. Lammers suggested surveying the creek and identifying the location of large debris in Bear Creek around February with the actual clean-up occurring in September. McGrath has offered the Yosemite Bug as a location to stage equipment. There will need to be assistance to haul the debris to the County Landfill.

Francisco stated that the MPAC is happy to help find additional resources and with participating in the clean-up.

Ferguson asked if the Creek is public domain. Pivak said not necessarily, and this will need to be researched. Engfer stated that a Fish and Wildlife Streambed Alteration Permit may be required to complete the work in the creek bed. GIS staff would be able to obtain a list of property owners along the creek within the project scope for obtaining authorization. Engfer suggested that the Southern Sierra Miwuk Nation will be interested in the project and that Rylands should develop a team.

Lammers suggested that the clean-up start around Oak Road and continue downstream as necessary.

Parke suggested also including invasive species removal in the clean-up.

6. Presentation from the Prescribed Burn Association by Laura Wisdom

   Wisdom gave a presentation on the Yosemite Gateway Prescribed Burn Cooperative, its history, mission, and scope. Anyone can become involved. This model is based on historical burn cooperatives in California. Members pool resources, knowledge, and time to conduct burns.

   Wisdom described how to become involved, especially for interested property owners, including the planning process, and obtaining permits. Improving ecosystem health, cultural burns, and optimizing grazing are just a few of the reasons for conducting a burn on a property. All prescribed burns are conducted safely. Wisdom provided information on the liability associated with prescribed burns.

   Wisdom will be conducting a home hardening and defensible space workshop in Ahwahnee this Saturday. Wisdom provided information on additional events in the community.

   Gamble asked how a burn is conducted, which Wisdom explained. MPAC asked additional clarifying questions on the process for becoming involved. Wisdom encouraged the group to join the group. Historically burn bans have lifted in November, which is when work can begin. MPAC discussed other funding opportunities for property management.

7. Committee Business

8. Updates and Activity Reports
   a. Community Plan Draft Update

      Engfer stated that the document has to be prepared and sent out for public review.

   b. Muir Lodge Site –Status Update

      Update provided with Supervisor Updates Item 8.i.

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

      Update provided with Supervisor Updates Item 8.i.

   d. KOA/Terramor Status Update

      No update. The project proponents will be conducting water testing.

   e. Whispering Pines/Bear Creek Cabins Update

      No update.

   f. Oak Road Bridge Project Update

      Update provided with Supervisor Updates Item 8.i.

   g. CALTRANS Project/Study Update

      Update provided with Supervisor Updates Item 8.i.

   h. Planning Commissioner Update

Engfer provided an update; the Planning Department will be presenting an online zoning access tool to the Planning Commission on August 16th, in addition to a new appointment system for the Planning Department. There will be a presentation to the Board of Supervisors on August 20th for the new online permitting system that is currently in development.

i. Supervisor Updates

Item was moved up before Item 5. Smallcombe provided an update on the Muir Lodge Site; the property owner was informed that they are liable for the existing fire risk and other issues that might occur on the property because of the squatters and the legal process for evicting the squatters.

Public Works has responded to the ongoing fire evacuation concerns expressed by MPAC, especially along Colorado Road, and they plan on adding signage along Colorado Road that read, "steep narrow road," and "road narrows," once approved by the County Engineer. Additionally, Colorado Road is currently at its maximum width, however brushing occurs annually. Smallcombe has reached out to the Sheriff to confirm that the Sheriff's Office is working with the National Park Service to mitigate the issues that occurred with the Oak Fire evacuation and Highway 140 closure.

Smallcombe provided an update that Bear Creek Cabins is currently still operating as a vacation rental.

Smallcombe will meet with Nancy Parke to discuss obtaining the necessary information to make the Oak Road Bridge project successful, such as easement information.

The Board of Supervisors authorized the County to purchase the Spring Hill property, which will become the permanent location for County Fire.

9. Future agenda items

MPAC directed staff to include the following items on the next agenda:

- Same Updates and Activity Reports

10. Adjourn

There being no further business, MPAC was adjourned at 8:04 PM by Chair Francisco.

MARIPOSA COUNTY
Merced River Trail Community Working Group

MEETING MINUTES

DATE: **May 28, 2024**
TIME: **12:00 PM**
LOCATION: **Development Services Conference Room**
5100 BULLION STREET, MARIPOSA, CA

1. CALL TO ORDER: Martin called the meeting to order on 12:02PM

Members Present: Michael Martin, Wendy Brown, Bill King, Jeff Jenkins
Ex-Oficio Members Present: Rosemarie Smallcombe
Members Absent: Kristina Rylands, Susie Clark, Miles Menetrey (ex oficio)
Visitors: Kevin Briggs, Vince Kehoe, Steve Dahlem
Staff: Hannah Harrison, Will Fassett

2. APPROVAL OF MINUTES FROM THE March 24th 2024
The minutes were passed by Jenkins, Brown, and Martin.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS
No public comment.

4. WELCOME NEW MEMBER

Martin welcomed Kristina Rylands as a new member. She stated her appreciation for being a part of the group and mentioned that the The Upper Merced River Watershed Council Board, which she serves on, has been following the process for a long time and looks forward to collaborating.

5. MERCED RIVER TRAIL UPDATES

a. **From County**
   i. Miller Gulch site and legality

Smallcombe restated the question before the group: "Can we claim ownership of the Trail based on the action that was taken by the Board of Supervisors in the 19th

century?" Smallcombe invited County Counsel to share what steps would be needed to explore perfecting a historic easement.

Kehoe shared why he is attending the meeting. He wrote a memo over a year ago in which he talked about the valuation of the property. He raised concerns, in the memo, about the County accepting liability for a property with known hazards, as detailed in an EPA report. He emphasized that we need to examine what is possible from a legal standpoint and what steps do we need to pursue, asking "If we required ownership of the trail, what would that mean about taking on some of the liability that was evidenced in the EPA study"

Dahlem said that their office didn't have the capacity to perfect the easement. If the County chooses to move forward, he sees a need for quiet title to perfect an easement.

Briggs said he reviewed the Street and Highways Code. He asked a question about which trail/road declaration is being discussed. Martin clarified the geography of the trail. He said that "particularity" is the important issue – "Will the historic documents suffice for proving particularity under Street & Highway Code. There is no survey or leaps and bounds description, as would be required today.

Smallcombe said that her understanding is that the hierarchy for land use concerns is the federal government, state government, and then local government. Martin says that the road was designated before these other entities could have claimed the land. Smallcombe asked "When the Forest Service claimed it, did they have anything that said explicitly, this is a County road?"

Biggs advised because of the questions about liability that the group move slowly.

Martin says we would want to look at the preliminary title report Schedule B Item 7, He suggested there is an easement for ingress and egress for "parking, fishing, picnicking, public protection, policing, and erosion control." He talked to the preparer of the title report and that individual said that "Any properties adjacent to streams/rivers in Mariposa County, that language is included."

Kehoe said this language has to do with insurance: "They're protecting themselves if there is an easement---in that case, the insurance company does not to insure that as part of the coverage." They're saying it's definite maybe.

King asked "To what extent does a quiet title achieve our purposes?"

Dahlem says that it would guarantee title. Baggett said the title would predate the contamination done to the County road and would presumably mean that the County would not have liability.

Brown asked how the Wild & Scenic River Designation (¼ mile from the River)--tie into this project. Rylands said the boundary is ¼ mile from the banks of the River—and any action would have to protect the free flowing / wild and scenic condition of the River.

Kehoe said the presence of hazardous materials on the site supersedes everything. Kehoe said that online the EPA report final analysis is 175 pages and the procedure details is over 10,000 pages. Kehoe said that how to remove these hazardous materials was not a focus of any of the Board presentations/discussions. He said we may be talking about $1 million-plus to do this mitigation work. Kehoe says that, when the property is valued, and you take into account the hazardous materials that exists there, it could end up having a negative value.

Martin shared his history and experience working on superfund sites as the statewide Superfund Project Manager, California Department of Fish & Wildlife. He emphasized that mitigation efforts focus on (1) the impact on wildlife and humans on the site and (2) the intended use of the site. Based on these assessments, there are different levels of remediation required. He said that a trail through that area – in his opinion – represents very little exposure and very little threat. If the County proceeds ahead, he suggested that you could do a thumbnail analysis contracted by a reputable firm to give you additional estimates of risk. Martin talked about some past examples of projects that he has seen.

Martin said, generally, when a site has hazardous materials and physical hazards one should carefully evaluate the risks and potential liabilities before considering acquisition. Smallcombe expressed that there is concern among some of the board members of the associated liability. She suggested that we needed additional expert opinion to make board members more comfortable with an action at the site. She suggested a possible option be that we hire an outside expert to evaluate the risk were the County to secure some right-of-way to that property and how to mitigate risk on the property.

Kehoe asked that, based on what he understood from the County Surveyor, there are 17 other private parcels that the Railroad Grade goes through: “Do we need to get quiet title on all of these?” Dahlem responded affirmatively. Kehoe also said that the company sprayed arsenic along the grade: “What would the liability from those other properties be?” Baggett points out that Incline Road was likely included in this. Kehoe asked, “What is the acceptable risk?”

Baggett mentioned that he has contacts with multiple attorneys who specialize in easements and trusts for public lands. He said that these questions of historic, public access extend throughout the Sierra and there are land use attorneys who are well-

versed in the nuances. Baggett talked about past work he had done in collaboration with the Nature Conservancy.

Smallcombe said that if an item, related to this topic, were to go before the Board we would want to approve a certain amount of money for outside counsel. It would be a Discussion and Direction item to approve a budget. The attorney would evaluate the situation, review the documentation, and make a recommendation.

Baggett said that we could encourage as many landowners as possible to stipulate – and not have multiple individual cases. He provided examples of landowners, who would likely be willing to do this in the river corridor. Dahlem emphasized that this process would be toward the end of receiving granted access to the private parcels.

King says we're talking about two different topics: 1) hazards; and 2) title and legal use. Smallcombe said if we got the right attorney then they could evaluate both. Kehoe said the evaluation of the hazards has been done.

King says that he believes the historic trail under discussion was above the current railroad grade. Martin shared the history of the horse-pack trail and the railroad.

Baggett will provide names of counsel who he knows who specializes in these questions. That way, we can get an idea of the budget for a preliminary evaluation to share with the Board. Smallcombe said that this outside counsel would drive the timeline (i.e. when a recommendation could be prepared).

Martin says that, if we were making a recommendation to the Board, it should say– "a perfected access right-of-way is essential and that the Board and County Counsel proceed ahead and take appropriate action to see if we can perfect the right-of-way." Baggett asked, when the Board considers this, would be it be in a private session.

King asked "Would it make sense to ask the [Millers Gulch] property owner if they will stipulate?" Dahlem said that this has already been done and that they've expressed an interest in selling the property. Smallcombe detailed a memorandum exchange between the landowners and Mariposa County. Baggett suggested that one of the owners may donate her interest in the property. Dahlem said that he couldn't recommend that the County take full or partial ownership in the property.

At the end of this discussion, it was established that staff will forward along documents to County Counsel. Dahlem said that they then they could discuss and see if we wanted to engage a firm and get an idea of what a fee might be.

ii. FERC relicensing & Meeting with BLM

Martin shared that an agreement with Merced Irrigation District, along with BLM, has been settled and that the FERC license is now going to be completed. The agreement includes MID's commitments related to the Merced River Trail and a bridge over the main stem. The ad hoc committee is setting up a meeting with David Greenwood's supervisor, Jeff Horn, to discuss more. Martin explained the FERC re-licensing process.

Jenkins asked about the details of the bridge. Martin said that the details of the bridge can be negotiated. Jenkins asked what incentives existed for BLM to construct a bridge over the North Fork. Martin explained that the current path is covered during highwater, necessitating the construction of an alternative.

Brown says that she's honored to be on the ad hoc committee. She suggested that equestrian use be included on the bridges that are being imagined by BLM.

iii. AmeriCorps and future plans for trail work

Fassett said we are once again considering applying for a crew from January to April in partnership with Camp Krem. We would have the crew for six-ish weeks. Our goal would be to have them partnered with BLM once again for a week to work on the Forest Service section. This would be a partnership with Alison Deak in UC Extension. He said they are also exploring the possibility of working with the Forestry Corps out of the Yosemite Adult School as an alternative (don't need to house those individuals).

Smallcombe asked "Have you talked to Outward Bound?" King pointed out that if it was a smaller crew, Outward Bound might work. Fassett mentioned the limitations with Outward Bound facilities, as he remembered, from a previous conversation (they could house only a maximum of 8 in two possible bedrooms in their heated facility).

iv. Meeting with USFS and SNF

Baggett said that he is convinced that unless, we resolve this Miller's Gulch piece, there is no reason to involve the other land management agencies. He said –by perfecting the easement— it will create momentum to get the Forest and Park Service's support for this project. He said, in the past, he had gotten Park Service support from administrative staff and that the Forest Service didn't have problems bypassing Forestra.

Fassett said follow-up item from last meeting was to ask Stanislaus NF if they sent a crew to do an assessment of the railroad grade that is within FS boundary (seven miles). They did in January.

From the end of Incline to the Ferguson slide, they say "very little brushing is needed. And besides two recent small rock slides, which they recommend using mechanized equipment to clear, that section would require little work"

Fassett said, for the Caltrans portion, Stanislaus National Forest scouted a reroute. They said it would probably require a .75 or 1 mile re-route, with some steeper slope grades. They thought that it might be possible to construct that reroute without needing to close the highway with danger of debris falling on the road.

The final and third section of the trail on Forest Service property is "more primitive and not as well maintained" according to the trail assessment At Ned's Gulch they suggested that an engineered bridge would be required. 1.3 miles in from the slide (about .5 mile from Ned's Gulch), the trail is solid rock and railroad grade has been washed away --- SNF suggested that this might need blasting. The trail crew also identified other sections that would need possible drilling splitting of boulders, new culverts, and significant tread work.

Fassett said the message from the Forest Service has been fairly consistent: until you resolve the Millers Gulch easement and the highway realignment challenges, they can't seriously consider taking next steps. They are also have expressed concerns about parking.

King mentioned that he has met with the new District Ranger of Bass Lake – Sierra National Forest and that there may be a new energy there to help support future projects.

6. Committee Business

a. Establish clear objectives and discuss work plans for the Ad Hoc Committees

Harrison said that we could hold off on having another ad hoc. Rylands said that she would be happy to be added to the ad hoc committee focused on Miller's Gulch. Martin said that the deliverable of this ad hoc is to compile the packet to send to Steve Dahlem. Smallcombe said that, with the items that had been provided, she didn't feel prepared to draft a board item. The ad hoc needs to provide additional information. She also said that we need to make sure to ask for permission from Kehoe to release the memo about property valuations to external Counsel.

7. Future Agenda Items

8. Adjournment

ADJOURN: Martin adjourned the meeting at 1:34PM.

Minutes Prepared by: Will Fassett

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at 209-966-5151.

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

FINAL MINUTES (APPROVED 9/9/24)

MAY 13, 2024

1. **Call to order and Roll Call**
   Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Vice Chair Janetta Phillips at 10:00 AM.

   Commission members in attendance: Jeanetta Phillips, Clay River, Jazzmyn Gegere, Richard Westfall
   Excused: Kathleen Leavitt, Letha Goger, Jacob Hawley
   Planning Staff: Polina Pivak, Matt Hespenheide
   Guests: None

2. **Approval of Minutes**
   Approval of minutes from March 11, 2024, were postponed to the next meeting due to lack of quorum of commissioners in attendance from previous meeting.

3. **Public comment on non-agenda items:**
   There was no public comment received.

4. **Review and recommend for action:**
   a.) Preliminary Discussion and Recommendation on Future Mariposa County Courthouse Interior Remodel Project Located at 5088 Bullion St. (APN 013-118-001) With Matt Hespenheide, County Engineer

   Matt Hespenheide gave a presentation (see packet for presentation) on preliminary plans for a possible future interior remodel. He asked for this preliminary discussion before major planning work is done. He stated that the last large remodel occurred in the late 1980's. In 2017, the county did some exterior work. Other projects were done in 1930s, 1960s and 1980s. This remodel is being proposed to comply with the Americans with Disabilities Act (ADA) and court needs, however historical aspects are a major concern. The preliminary project description is to expand the clerk offices public counter space and utilize the small addition added from 1948; increase space in the Cashiers' office; expand the bathrooms; enlarge doorways; and paint and change lighting. Work may include removing two walls to open space (interior walls have been moved in past work).

   Matt asked for the commission to consider the removal of the two interior walls and noted that a new courthouse is not feasible for the near future, thus the need for the project.

   The Commission agreed that they are open to the changes but require further details.

   Jeanetta Phillips recommended that the commission take a tour of the courthouse.

   Polina Pivak pointed out that Public Works would need to file a formal design review application to be sure that the project complies with state and federal regulations.

Gegere asked for confirmation that a historic preservation specialist will be hired for the project. Hespenheide confirmed and stated that a formal application will be submitted and reviewed by HSRPC before proceeding with the project.

b.) Update on Changes to Historic Design Review Application No. 2023-090 for exterior Modifications Located at 5041 Highway 140 (APN 013-182-002), Jenni Kiser, applicant.

Staff gave a presentation (see packet).

A bee infestation was found when work began. Abatement work has started. Applicant is asking to use fire resistant hardboard that resembles historic siding, matches the existing siding in terms of style, and matches the base of the mural in terms of color, instead of the originally approved preservation project. The original siding is old growth redwood.

By a unanimous vote the HSPRC approved a motion made by Clay River with a second by Jazzmyn Gegere to accept the revision to the application as presented.

5. **a.) Discussion and Action to select an HSRPC member to apply for appointment to the Mariposa Task Force.**

Jeanetta Phillips stated she has applied for a position on the task force. There are open positions. Everyone is welcome to apply.

b.**) HSRPC Project Updates:**

I.) Mariposa County Historical Records Digitization Project Discussion and Potential Direction to Staff for Next Steps on Historical Records Digitization Project.

Staff gave a presentation (see packet).

The Mariposa County Museum and History Center is interested in entering into a contract for digitization of records with a third-party organization, FamilySearch. The County will need to be a part of the contract due to County records being included in the project description, therefore staff are working with the County Council. One of the main concerns with this project has been an ethical concern surrounding the digitization of Southern Sierra Miwuk records. FamilySearch stated that any records can be excluded from digitization. Jeanetta Phillips suggested this item be tabled for further discussion when more members are present.

II.) Gold Rush Design Review Guidelines

The revised document still needs to be presented and approved by the Board of Supervisors.

III.) Certified Local Government (CLG)

Staff is working on completing background work to become eligible for the designation.

IV.) HSRPC Work Plan Discussion, Planning and Direction for Next Steps by Commission and Staff to Accomplish Goals Established by Work Plan

The work plan still needs to be presented and approved by the Board of Supervisors.

V.) Historic Resource Inventory Database

No update, staff is still working on the project.

6. **Information Items**
   Polina Pivak: Clean-up of Development Services Resources Library has started. The goal is to move historical records to the Mariposa Museum. Staff may ask for advice and help from HSRPC when making decisions. To be discussed in depth at future meeting.

7. **Future Agenda Items: No discussion**
8. **Adjournment**
   There being no further business, the meeting of the HSRPC was adjourned by Vice Chair Janetta Phillips at 10:50 AM.

Minutes respectfully submitted by,

Richard Westfall, Secretary

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

FINAL MINUTES (APPROVED 9/9/24)

JUNE 10th, 2024

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:02 a.m.

Commission members in attendance: Jacob Hawley, Jazzmyn Gegere, Letha Goger, Jeanetta Phillips, Kathleen Leavitt
Excused: Richard Westfall, Clay River
Planning Staff: Polina Pivak, Sophea Craighead

The commission started the meeting with the pledge of allegiance.

Guests: Approval of Minutes

a. Meeting of June 10th, 2024

Please note, the approval of the minutes for June 10th, 2024, has been tabled until the next meeting.

The above item 1.a. meeting date of June 10th, 2024 should have been May 13th, 2024 and the approval of the minutes for June 10th, 2024 should have been May 13th, 2024. This was a clerical error and will be amended on the July 8, 2024 agenda.

2. Public Comment on Non-Agenda Items

There was no public comment received.

3. Review and Recommend for Action

a. Update on Changes to Historic Design Review Application No. 2021-091 for Exterior - Modifications Located at 5023 Highway 140 (APN 013-184-006); Su Carney, owner.

Polina Pivak provided an update on the changes made to the Design Review Application and asked for the commission's recommendations as the changes were not originally approved.
The changes are as follows:

- The original design review approved a double hung window with no grilles, and trim to match the windows (white vinyl) or similar in color. The windows that were installed are double hung vinyl windows with a colonial style grille pattern between the glass.

- The heating, ventilation, and air conditioning (HVAC) units installed did not have any screening and were not painted to match. In addition, a redwood lattice with a roof was added. The originally approved design review required that all HVAC units should be screened or painted to match the house.

With a motion by Leavitt, seconded by Phillips, the Commission made a motion recommending the applicants install windows in conformity with the original approval letter for Historic Design Review Application No. 2021-091, including installing windows with no grilles and paint the trim around the window to match the color of the vinyl windows; and screen and paint all HVAC units to match the body color of the house.

Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Westfall & River).

4. Committee Business

a. National Endowment for the Arts (NEA) Our Town Grant Award Introduction by Staff

Pivak introduced the NEA Our Town Grant Award for updating the Gold Rush Design Review Guidelines. She informed the commission that they are still working on the grant agreement and the budget for the project was cut in half based on the awarded amount. Once finalized, staff will present the agreement to the Board of Supervisors for acceptance. Then staff will submit a request for proposal or request for quotation (RFP/RFQ) for a consultant with qualifications in historic preservation and placemaking. HSRPC, in conjunction with the Creative Placemaking Strategy Advisory Committee (CPSAC), will help select the candidate. Also, an Ad Hoc Committee with membership from CPSAC and HSRPC will be created during the duration of the Gold Rush Design Review Guidelines update.

b. Discussion and Potential Action on Updating the HSRPC-Approved Paint Colors; "Kelly-Moore Paints Historic Lifestyles of the West."

A discussion occurred regarding the paint color recommendations that meet the historic color scheme requirements without being vendor specific as Kelly Moore Paint is going out of business. The committee recommended the Historic Lifestyles of the West palette and the potential of Benjamin Moore historic paint palette be used as an online resource for paint color guidance.

With a motion by Leavitt, seconded by Phillips, the HSRPC approved that although Kelly Moore Paints is out of business, the Historic Lifestyles of the West palette remains as guidance for historic design review projects and staff shall inform applicants and provide information on the website that colors from any paint brand can be used so long as they closely match the colors from the palette.

Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Westfall & River).

c. HSRPC Project Updates:

I. Mariposa County Historical Records Digitization Project

- Discussion and Potential Direction to Staff for Next Steps on Historical Records Digitization Project

Pivak shared that this item was introduced at a previous meeting regarding the Mariposa Museum and History Center proposing digitization of County historical records with a draft contract with FamilySearch. She then requested the commission provide direction to staff on what items the HSRPC would like to have written into the contract and next steps for the project.

After a discussion had ensued, the HSRPC recommended that an Ad Hoc Committee be created with the following members: Jeanetta Phillips, Letha Goger and Jazzmyn Gegere. The purpose is to advise on the digitization of county records and outline a process for inventorying, assessing the records to be digitized and to advise on the potential contract to be executed between the county and the museum and FamilySearch, in addition to establishing higher level goals for historic records preservation.

II. Gold Rush Design Review Guidelines

Pivak shared that this item has not been brought to the Board of Supervisors. Hawley stated that this item can wait until the new Gold Rush Design Review Guidelines have been completed, because if there are going to be amendments made then there is no rush in submitting this to the Board.

III. Certified Local Government (CLG)
- Discussion and Potential Action to Establish Yearly Training Schedule/Opportunities
  - Example: eLearning Module on Interpretation and application of Secretary of the Interior's Standards for the Treatment of Historic Properties; https://ohp.parks.ca.gov/?page_id=27295

Pivak stated that she created the excel spreadsheet shell for the historic database and GIS is preparing the platform, reached out to the Office of Historic Preservation for technical assistance and asked HSRPC to research and identify desired training opportunities for the Commission.

IV. HSRPC Work Plan
V. Historic Resource Inventory Database

5. Informational Items

None.

6. Future Agenda Items

None.

7. Adjournment

There being no further business, HSRPC was adjourned by Chair Hawley at 11:29 AM.

Mariposa County Historic Sites and Records Preservation Commission

Special Meeting July 15, 2024

FINAL Minutes (Approved 8/12/24 as Amended)

A. Call to Order and Roll Call

Seeing a quorum, a special meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chairman Jacob Hawley at 10:33am

Commission members in attendance: Jacob Hawley, Kathleen Levitt, Clay River, Jazzmyn Gegere, Letha Goger, Richard Westfall
Excused: Jeanetta Phillips
Planning Staff: Steve Engfer, Kaitlyn Casner
Guest: Su Carney, Owner applicant. via phone.

B. Review and Recommend for Action

Planning staff provided an overview of the project and proposed changes.

Reconsideration of Changes to Historic Design Review Application No. 2021-091, specifically for window modifications located at 5023 Highway 140 (APN 013-184-006), Su Carney Owner, previously discussed at the June 10, 2024 meeting.

It was found that the work deviated from plan. Staff sited: August 2013 policy 13, #4, for noncontributing structure and noted Item 4c, in no case should divided interval lights (Muntons) be used.

The following were suggested alternatives:

- Install external grids that match the building.
- Replace windows without Muntons within a designated time frame.

Su Carney stated that she hired professionals to do the work and didn't catch the error and that the estimated cost to replace the windows would be eight thousand dollars. Then noted that she is willing to place wood grids. If not, she asked for 3 years to replace windows due to the cost.

She stated that several windows downtown are not conforming and apologized for the mistake.

1. Reconsideration of Changes to Historic Design Review Application No. 2021-091,

specifically for window modifications located at 5023 Highway 140 {APN 013-184-006), Su

Carney, Owner, previously discussed on June 10, 2024.

Kathleen Levitt commented that existing non-conforming buildings were built/remodeled before this directive and hopes they will be changed in the future.

Letha Goger reiterated the importance of design guidelines and review.

The issue is that the applicant cannot get a final building permit until resolved.

Steve Engfer recommended forwarding this project to the Planning Commission for the considered proposal.

Kathleen Levitt stated the astatically pleasing use of griding and reminded that the window trim should be painted per the approval letter.

Clay Walker asked if windows comply with fire codes, energy standards etc. Engfer stated that the windows comply with the building codes.

By a unanimous vote, with a motion made by Letha Goger, seconded by Kathleen Levitt, the HSPRC approved to recommend Planning Director work with applicant to replace windows that comply with previously approved plans consisting of white, vinal windows without Muntons within 3 years. With a friendly amendment placed by Kathleen Levitt and accepted by Letha Gorger that painting the trim white be done immediately.

Steve Engfer expressed appreciation for the vote to allow the applicant time to complete the work. He then stated, it shows that the commission is trying to work with the community while adhering to regulations and standards.

Jacob Hawley asked Engfer what the consequences if property was sold or work was not completed in 3 years. Steve stated the agreement signed by applicant will be followed up ensuring adherence.

Steve thanked Katie Casner for working with the applicant and researching the project, regulations and standards for this meeting.

C. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley

Minutes respectfully submitted by,

Richard Westfall, Secretary

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

FINAL MINUTES (APPROVED 9/9/24)

August 12, 2024

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

A. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:10 a.m.

Commission members in attendance: Jacob Hawley, Clay River, Letha Goger, Kathleen Leavitt, Jazzmyn Gegere
Excused: Richard Westfall, Jeanetta Phillips
Planning Staff: Steve Engfer, Sophea Craighead, Sarah Hughes
Public: Susan Wages, Mariposa Public Utility District (applicant)

C. Public Comment on Non-Agenda Items

Chair Hawley moved item 3, Public Comment before addressing Item 2, Approval of Minutes.

There was no public comment received.

B. Approval of Minutes

a. May 13, 2024

The approval of May 13, 2024 draft minutes tabled to the next meeting due to lack of quorum present.

b. June 10th, 2024

The approval of June 10, 2024 draft minutes tabled to the next meeting due to lack of quorum present.

c. July 15th, 2024

The following amendments to the July 15th draft minutes:

- Item B, 6 paragraph up from the bottom that states “Kathleen Levitt questioned the astatically pleasing use of griding and suggested painting the widow trim white to match the building trim” should be changed to “Kathleen Levitt stated the astatically pleasing use of griding and reminded that the window trim should be painted per the approval letter.” Also, correct the spelling of window.

- Correct the spelling of Goger throughout the minutes.

With a motion by Kathleen Levitt, seconded by Letha Goger, the HSRPC approved the July 15, 2024 minutes approved as amended. Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Richard Westfall, Jeanetta Phillips).

D. Review and Recommend for Action

a. Recommendation to the Planning Director on Historic Design Review Application No. 2024-083 for Minor Exterior Building Modifications (MPUD Building) located at 4992 7th Street, Mariposa (APN 013-143-021); Susan Wages, Mariposa Public Utility District, applicant

Planning Director, Steve Engfer introduced the project and Susan Wages (applicant), who was present to answer any questions about the proposed exterior improvements. Engfer presented the following proposed exterior modifications:

- Single pane south facing wood window to be replaced with no muntin, white vinyl energy efficient window, to include new MPUD Logo window sign.
- Replace two (2) east facing doors and door hardware for three (3) doors, to include the roll up door new sign that is sixteen (16) square feet.
- Replace the lighting fixture with dark sky compliant mounted hooded lighting fixture.
- Replace the canvas canopy over the two (2) doors on east side of the building.
- Guardrail or Handrail is currently made from wood and proposing to replace with black painted tube steel.
- Replace the exterior lap siding and wood trim with fiber (fire resistant) lap siding and cement type trim.
- The paint colors were selected from Sherwin Williams to meet the historical design review district requirements. The exterior siding paint color is called “Creamy”. The trim color is called “Bona Fide Beige”, and the “Endless Sea” color will be used for the doors.
- The existing heating, ventilation and air conditioning (HVAC) unit will be screened from the street side.

Clarifying questions were asked by Levitt and Hawley regarding the color of the door being more of a grey or blue color, if the MPUD logo will be the same color as the trim and color of the railing. Wages clarified that the MPUD logo has different shades of blue that will complement the trim color and asked for the committee’s recommendation on trim color.

The Commission recommended painting the trim the same color as the window frame to make the window look historical.

With a motion by Leavitt, seconded by Goger, the Commission approved the Historic Design Review Application No. 2024-083 for minor exterior building modifications as proposed, with the additional stipulation that the white vinyl window frame be minimized in appearance using a similar color trim around the window, which could be done as proposed or by swapping the trim or the body color. Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Westfall & Phillips).

b. Recommendation to the Planning Director on Historic Design Review Application No. 2024-093 for new signage located at 5040 Highway 140, (APN 013-181-015); Kori Smith, applicant.

Sarah Hughes, Planner II, presented the new signage project with a PowerPoint presentation. She informed that the applicant currently has temporary signs installed but will be taken down. Hughes spoke about the proposed two (2) signs facing HWY 140:

1. The building sign will be affixed with French Cleats to the facia facing Highway 140 and made from rustic wooden layered with plywood backing painted black, with a 3D foam lettering painted in white. The letter "C" painted in a metallic gold color that matches the "Tiffany Amber" approved Kelly-Moore Paints Historic Lifestyles of the West pallet.

2. The vinyl window sign will be placed on the front door facing the parking lot off Highway 140. The sign contains lettering and graphics in black, white, and the metallic gold color to state "Your House. Your Home. Your Dream", that includes the same "C" logo, business hours and contact information.

Hughes then spoke about the applicant proposing to utilize and relocate the existing approved design review 2020-069 directional lighting to compliment the building sign location and asked for the Commission's approval or recommendation.

The Commission recommended adding a boarder around the building sign to make the sign look less modern and unified, as the window door sign appeared to have a boarder.

With a motion by Leavitt, seconded by Goger, the Commission made a motion to approve the Historic Design Review Application No. 2024-093 as proposed with the additional condition that a border be placed around the building sign and a recommendation would be the metallic gold color. Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Westfall & Phillips).

E. Committee Business

a. Discussion and Action to Schedule Courthouse Tour to Review Preliminary Remodel Project with Matt Hespenheide, County Engineer

Engfer shared that Hespenheide is looking at other changes to the design originally proposed. Also, Public Works has reached out to staff with a possible tour date being on a Friday when the Courthouse is not as busy, and that staff will coordinate with the Chair and Public Works for the exact tour date.

With a motion by Goger, seconded by Levitt, the Commission made a motion to approve that the Chair coordinate with Public Works and County Engineer for a meeting to review the preliminary remodel proposal. Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Westfall & Phillips).

b. HSRPC Project Updates:

I. Mariposa County Historical Records Digitization Project

Goger noted that the Ad-Hoc committee has met twice and spoke about the following findings:

- California's Public Records Act and other California laws outline specific criteria for local governments that they must follow to protect, preserve and provide proper access to our heritage, which is the County's responsibility.
- Need to do more research pertaining to the 28 categories on the inventory list in the contract to be digitized as there are items that could be exempt and not accessible to the public without special criteria set in place to protect individuals. In addition, there are specific criteria imposed in state law about the creation of trusted networks for the preservation and access to electronic records.

She then spoke about the 2006 agreement between the County and the Museum that has a great foundation but does need to be updated to reflect the digitization. She highlighted that in the agreement the title and ownership is to be maintained with the county and the museum oversees protecting and preserving the records. In addition, the parties listed in the agreement met quarterly to discuss and address concerns and build policies. Goger would like to bring the quarterly meetings back, invite the partners to the HSRPC meetings and build an archive. Lastly, she stated that they are not ready to sign the agreement until the agreement has been fully reviewed and concerns are addressed.

Gegere expressed her concerns pertaining to the legality of the contract with Family Search having ownership of the digital image. She emphasized that Family Search can use the image on whatever platform they choose and does not want the county to be vulnerable to any litigation from this. She concurred with Goger about inviting the partners to the HSRPC meetings. In addition, she noted that she has been doing outreach and the consensus from the tribes is that they do not want to have their historic records digitalized.

II. Gold Rush Design Review Guidelines

Engfer shared that Polina Pivak will update the Commission at the next meeting and currently they are working out the details in the background and will bring this item to the Commission when ready.

III. Certified Local Government (CLG)
    - Discussion and Potential Action to Establish Yearly Training Schedule/Opportunities
        - Example: eLearning Module on Interpretation and application of Secretary of the Interior's Standards for the Treatment of Historic Properties; https://ohp.parks.ca.gov/?page_id=27295

Engfer stated that there are no current updates as Pivak is excused and that she will provide an update at the next meeting.

IV. HSRPC Work Plan
V. Historic Resource Inventory Database

2. Informational Items

Engfer provided an update regarding numerous projects in the Planning Department and suggested for the Commission to reach out to the County's Public Information Officer (PIO), for the opportunity to advance the overall work objectives. He then informed that there are signs going up in the community and the public is looking for county to enforce it.

3. Future Agenda Items

None.

4. Adjournment

There being no further business, HSRPC was adjourned by Chair Hawley at 11:45 AM.

Respectfully submitted by: Sophea Craighead, Planning – Office Technician

Mariposa County

Mariposa County MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
AUGUST 16, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - July 19, 2024

By motion of Commissioner McCamman, seconded by commissioner Smith, the Planning Commission approved the minutes of July 19, 2024, as presented. Motion passed.

RESULTS: APPROVED

AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman.

NOES: None.
ABSTAIN: Commissioner Herman
EXCUSED: None

E. Discussion and Recommendation

1. **Planning**

Discussion and Recommendation for Public Use of County Online Zoning Look Up Tool

Planning Director, Steve Engfer introduced the item, along with Senior Geographic Information System (GIS) Specialist, Ben Ogren, and Housing and Community Development Specialist, Polina Pivak. Ogren presented an overview of the GIS based online Zoning Look Up Tool with a PowerPoint presentation and demonstrated how to navigate the Zoning Look Up Tool using the Assessor Parcel Number (APN) highlighting that the public should read the disclaimer prior to using the tool. Also, he noted that this tool is only for zoning and does not provide information from the Assessor's Office.

Pivak spoke about the new Inquiries and Information page located on the Planning Department's webpage, explaining the following features and encouraged it's use:

- Frequently Asked Questions (FAQs)
- Inquiry Form
- New Appointment System

Public Comment received by Russ Marks, Public Works County Surveyor, in support of the GIS Zoning Look Up Tool and spoke about a third party service where the public can obtain county recorded maps for free.

A discussion occurred and the Commission concurred with Engfer to amend Resolution No. 2024-010, WHEREAS (#6 down), add language to encourage the use of links or other user friendly methods for access to the Accessors Parcel Pages on the webpage.

By motion of Commissioner Smith , seconded by Commissioner Herman, the Planning Commission approved as amended a resolution of recommendation to the Board of Supervisors to authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool for public use.

RESULT: APPROVED AS AMENDED

AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman
NOES: None
ABSTAIN: None
EXCUSED: None

2. **Planning**

Discussion and Direction on Development Code Workshops - Planning Commission Scheduling

Recess was taken at 9:52 AM prior to starting item E.2, and reconvened at 9:57 AM.

Engfer presented the Development Code Workshop with a PowerPoint presentation. He provided an update regarding the draft code for Title 17. He then spoke about the following workshops and requested for the Commission to provide direction to staff regarding their availability:

- Prepare Public Review Draft Development Code
- Joint Study Sessions
- Planning Commission Review
- Community Workshops
- Prepare Revised Public Review Draft Development Code
- CEQA Compliance
- Hearings and Adoption

After discussion, the Commission provided the possible workshop schedules:

- PC and BOS Joint Workshop:
  The week of September 23th to September 27th, 2024. Engfer will confirm the meeting date after scheduling with the Clerk of the Board and bring back to the Commission.

- Community Workshop:
  The proposed locations are Fish Camp, Greeley Hill and Catheys Valley. The workshop time has not been selected but staff will discussed with the Chair to memorialize the schedule.

- Development Code Update:
  To be discussed at the regular PC meeting dates of October 4th, November 15th and December 6th, 2024. Attached:The Development Code Update PowerPoint Presentation.

F. Information Items

None.

G. Commissioner Reports

None.

H. Future Agenda Items

- Tyler Project (New Software Permitting System)
- Planning Commission Workshop Schedule

I. Adjournment

There being no further business, the meeting was adjourned at 10:19 AM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

MARIPOSA COUNTY

Planning Department
Development Code Update
Scheduling Discussion
Planning Commission Meeting August 16, 2024

INTRODUCTION

Discussion today is regarding the scheduling for the review of the Draft Development Code Articles

Development Code Update

1. Code- Draft Progress
2. Process for Review and Adoption
3. Tentative Schedule
4. Questions

Draft Code - Progress

- Title 17- Zoning (Articles 1, 2,3 4, 6, 7 & 8 in code update)
  - August 26- Staff Draft aka “Screen Check” version
- Title 16 Subdivision (Article 5 in code update)
  - September 16- Staff Draft aka “Screen Check” version

- Future workshops and sessions
  - Focused topic areas for discussion points and questions for PC and BOS

Process

- Joint Workshop PC and BOS
  - PC Working sessions - up to 5
  - Community Workshops
- Joint Workshop PC and BOS
- CEQA COMPLIANCE
- ADOPTION - PC AND BOS Public Hearings

Schedule

- PC BOS Joint Workshops – Two
  1. Kick off and
  2. Pre- CEQA/Public Hearings

- PC Sessions - up to 5
  Community Sessions Likely 4 in outlying communities

- Tentative Schedule Coordination with PC Chair and BOS Clerk

Schedule

- Kick Off - Joint Workshop

  Possibly Sept 23, 25 or 26

  Or October 22, or 30th

- Tentative Schedule Coordination with PC Chair and BOS Clerk

THANK YOU

QUESTIONS?

Mariposa County

Mariposa County FINAL MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION ACTION SUMMARY MINUTES

SEPTEMBER 6, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Excused	0:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Herman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - August 16, 2024

By motion of Commissioner McCamman, seconded by Commissioner Herman, the Planning Commission approved the minutes of August 16, 2024, as presented. Motion passed.

RESULTS: APPROVED

AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Smith.

E. Presentations

1. **Planning**

Receive a Presentation on the Development Services Online Permitting and Digital Plan Review Implementation Project (Tyler Technologies and Bluebeam).

Planning Director, Steve Engfer provided a brief introduction on the Tyler Project (the new Development Services Permitting Software) and introduced the Interim Building Director, Corrina Miranda and Planner I, Rachelle Ziegenfuss.

Miranda presented information on the Tyler Software System, an online permit application software for Building, Planning, Environmental Health and Public Works with a PowerPoint presentation. Miranda noted that the Development Services Department will not be issuing any new permits during the week of October 21, 2024 during the transition of the Tyler Software System, that will go live October 28, 2024. She then spoke about the purpose and function of the permitting system, which included the ability for county staff to transition from paper files to digital files, converting information silos to open data sharing, having one standard policy for Development Services, minimize files to one shared file location and allowing county staff to work together instead of working independently. Furthermore, the Tyler Software System will allow the public to apply for permits or check on the status of the application without leaving their home.

Ziegenfuss provided a demonstration on how to submit an application using the new Tyler Software System.

Clarifying questions and a discussion occurred between the commissioners, staff and Russ Marks, Public Works County Surveyor. McCamman asked if the paper applications will be rejected. Staff informed that the paper applications will not be rejected, but a scanning fee (per sheet) will be applied.

In support of the Tyler Software System, Marks shared that this process will hold staff accountable throughout the application process and the ability to retrieve old files will save on staff time. In agreement with Marks, Ziegenfuss noted that all departments have access to the same file and can work simultaneously to speed up the processing time; view which department is working on what and who is holding up the application process. In addition, the applicant can view where they are in the process or provide any requested documents without having to call or come to the office.

F. Discussion and Direction

1. **Planning**

Development Code Update - Scheduling

Baggett called for recess at 9:54 AM, meeting reconvened at 10:02 AM.

Engfer provided a brief recap of the development code draft review, engagement, adoption process overview and the Planning Commission schedule that was discussed at the August 16, 2024 Planning Commission meeting.

Engfer provided the following tentative schedule:

- September 23, 2024: Scheduled Joint Workshop with the Board of Supervisors from 9 AM to 12 PM to discuss Title 17 Zoning Articles draft
- October 4: Planning Commission Meeting to discuss Title 17 Articles draft review session
- October 26: Fish Camp Planning Advisory Meeting to include PC Workshop
- November 1: Planning Commission Meeting
- November 4-8: TBD for North County Workshop
- November 12-15: TBD Mariposa Town Workshop
- November 15: Planning Commission Meeting
- November 18-21 TBD Catheys Valley Workshop
- December 6: Planning Commission Meeting
- December 20: Planning Commission Meeting (Baggett suggested moving this meeting to an earlier date)

Engfer announced he will continue working with the Chair and provide the updated dates for the workshop.

McCamman suggested to bring back the General Plan Issue List from 3 years ago for discussion.

G. Information Items

Information was received by Engfer regarding the following:

- Development Services Department – staff is preparing the document and will bring to commission to receive feedback.
- Code Compliance Advisory Committee – The Amnesty Program tied to Title 17
- Planning Department applications that will come to the Planning Commission
    1. Lake Don Pedro Wave Pool Project
    2. North County, Yosemite Gold Country Lodge (HWY 49N in Coulterville)
    3. Hyatt Place, Mariposa
    4. Missouri Gulch Project, Mariposa
    5. Brown Bear Project, Mariposa
    6. Yosemite Ridge Resort, Groveland (HWY 120)
- Conducting Planner II Interviews

H. Commissioner Reports:

The Commission did not have anything to report.

I. Future Agenda Items:

None.

J. Adjournment

There being no further business, the meeting was adjourned at 10:41 AM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

Planning Department
http://www.mariposacounty.org/

Art Baggett, Chair	**DISTRICT I**
Deni Smith, Vice-Chair	**DISTRICT IV**
Warren Gray	**DISTRICT II**
Mick Herman	**DISTRICT III**
John McCamman	**DISTRICT V**

JOINT MEETING – BOARD OF SUPERVISORS AND PLANNING COMMISSION SUMMARY MINUTES

SEPTEMBER 23, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:02 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Excused	0:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

Recess into the Joint Study Session

Baggett called the Planning Commission to recess to join the Joint Study Session with the Board of Supervisors at 9:03 AM.

B. Joint Study Session with the Board of Supervisors

Planning Commissioners joined the joint study session with the Board of Supervisors at 9:03 AM.

1. **Planning**

Mariposa County Development Code Update (Zoning and Subdivision Ordinance), Joint Workshop - Board of Supervisors and Planning Commission

District 5 Supervisor, Chair Miles welcomed the Planning Commission into the joint study session
Baggett expressed the Commission's eagerness to move forward with the Development Code update for the General Plan and introduced Planning Director, Steve Engfer.

Engfer provided a brief introduction of the Development Code Update, along with the following people in attendance who had contributed to the Development Code Update: Mintier Harnish Project Manager, Michael Gibbons, Mintier Harnish Project Director, Brent Gibbons, Previous Planning Director, Sarah Williams,

Senior Planner, Ben Goger and Public Works County Surveyor, Russ Marks. Engfer then provided a brief recap of the flow and intent of the meeting. He noted that this is a working draft and stressed the importance of the updated codes within the categories and gave the floor to Michael Gibbons.

Gibbons presented the project with a PowerPoint presentation and emphasized that the presentation is to provide a high-level overview of the Development Code changes.

Gibbons noted the following reasons for the Development Code Changes:

1. To achieve a General Plan consistency.
2. Create a contemporary zoning (Title 17) and subdivision ordinance (Title 16) that is easier to use and implement.
3. To reflect the changes in state law and meet the minimal Requirements.
4. Planning Staff "Fix- it- List" Items. A guiding document that contained a list of items gathered from a series of study sessions for Mintier Harnish to work off of.
    - Clarify procedures and codify polices.
    - Improved organization and cross referencing.
    - Implement direction from the Board and Commission.

Gibbons then provided a brief history and timeline based on the phases and project schedule. He noted that the project initiated the summer of 2019 where they had the kick- off meeting and study sessions. Currently they are at phase 4 (Subdivision Ordinance) and phase 5 (Public Review Draft), Phase 6 is the CEQA Compliance and Environmental Review and Phase 7 Early Adoption in early winter 2025.

Clarifying questions were asked by the Supervisors Smallcombe, Forsythe and Poe regarding the work flow process, extended timeframe needed and if Mintier Harnish's schedule is realist. Gibbons explained the process of their early stages of drafting to create their "To Do" list and using specific performance standards throughout their process. Also, he explained that this process typically took 3 years to complete and they tried to complete in the timeframe initially set up; however, Mariposa is complex with the development regulations that interplay or overlaps with the general plan, zoning and subdivision regulations.

Engfer explained the CEQA process and provided the schedule that are in place to move forward the Development Code Update to achieve the early adoption in winter 2025.

Gibbons spoke about the initial direction from the Board and the Commission and the Title 17 regulations called a Series of Articles that contains the below 9 parts:

1. Enactment and Applicability – composition of zoning ordinance, relationship between the code and General Plan, rules for interpretation, conflicting uses, and severability.
2. Zones, Allowable Uses, and Standards – establishment of districts (base zones, overlay zones, planning areas), allowed uses and permit requirements, and zone district specific development standards.
3. Regulations Applicable to all zones – site planning and development, accessory structures, fences and walls, signs, parking standards, landscaping, surface mining, and performances standards.
4. Regulations for Specific Land Uses – adult oriented uses, accessory dwelling units (ADUs), agritourism, vacation rentals, mobile food vendors, special event facility, temporary camping, and

home-based businesses.

5. Subdivision Regulations – general provisions, map filing and application procedures, subdivision design and development standards, dedications and improvements.
6. Nonconforming Provisions – continuation and maintenance allowed, establishment of nonconforming status, standards for nonconforming.
7. Permit Processing Procedures – application processing, conditional and administrative permits, planned developments, design review variances, permit time limits and extensions, and review authority.
8. Development Code Administration – amendments, appeals, noticing requirements, development agreements, permit modifications and revocations, and enforcement.
9. Definitions – land use classification definitions, and general phrases and terms used in code.

Clarifying questions were asked by Supervisors Smallcombe and Poe regarding Article 8 not being included in the table of contents and how does the enforcement aspect protect the community who are unable to rectify the situation before it becomes a code violation. Gibbons explained that the code is intended to enforce code based on the existing procedures in Title 1. Engfer noted that Article 8 will get rectified and will be on the table of contents.

Williams shared the history of the directions of the consultant and explained that the consultation was advised to complete what we have regarding the code compliance procedure. There should be no difference to Title 17 and Title 18 for Code Compliance. Engfer announced that the CCAC is working on submitting the Amnesty Policy to the Board. He noted that this is one of the category in the Development Code.

Baggett called for recess at 10:01 AM and reconvene at 10:12 AM.

Gibbons highlighted the following overview changes to the 9 Articles in Title 17:

- Articles 1 - Introduction Provision – There were few changes made to the language. Instead they ensured consistency with the General Plan and clarified the conflict in the procedures; especially related to the Town Planning Area procedures.

- Article 2 - Zoning Districts – The changes were made to the land uses and type of land uses specified that are required by the State to include the ADUs, the type of permits required and incorporated the community plan, zoning, subdivision regulations into the Development Code.

- Article 3 - General Development Standards – The changes were based on state and federal law to protect signs and freedom of speech, recycling enclosure standards, parking, updated performance standards and the consistency of use of language.

- Article 4: Standards for Specific Land Uses - The changes were based on state law regarding ADUs and ensuring that the minimal of state standards were complied with. Also, the home base business process to be retained, but not as a commercial scale. The other large change was to the density bonus for affordable housing.
  Also, state mandated for the First Amendment, emergency shelters from single to multiple, telecommunication and code location. The state wants to see the code in compliance with their

minimal legislation.

- Article 5: Subdivisions – They are currently finalizing the draft, which was not included in the agenda packet.

- Article 6: Nonconforming Uses, Structures, and Parcels - Thee changes were made to the language for a more specific and clarification to avoid any confusion.

- Article 7 & 8: Administrative and Permit Processing articles – The biggest changes were made to the permit processing procedures, site plan and design review, amendments and appeals, development agreements, variances and modifications, enforcement procedures, and public notices and hearings.

- Article 9: Definitions – The terms was consolidated into one location.

Clarifying questions were asked by the Supervisors and the Commissioners regarding the process for future changes and current updates to the Development code, the inconsistency and errors in the draft, and the cost of the consultant contract.

Engfer explained that the goal is to have it annually reviewed and staff will provide the updates by bringing the specific changes to the Commission and the Board. Then explained that part of the funding was from a grant.

Gibbons noted that they are working on finalizing the draft for Article 5 and requested for anyone with any input to this process to please provide it during the community meeting.

Public comments was received by the following with an interest in the Development Code Update:
Floyd Davis (resident), Ken Melton (CCAC member/resident), Mike (Bear Valley resident), Colleen Rhodes (CCAC member/resident) and Christian Zagorski (HPAC member/resident).

Reconvene the Planning Commission Meeting

The Planning Commission reconvened at 11:39 AM.

C. Adjournment

There being no further business, the meeting was adjourned at 11:39 AM.

Respectfully submitted,

Art Baggett, Chair
The Planning Commission

Sophea Craighead, Secretary
The Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-447

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Dissolution of the Emergency Medical Care Committee (EMCC)

RECOMMENDATION AND JUSTIFICATION

Approve the Dissolution of the Emergency Medical Care Committee (EMCC)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Health and Human Services Mariposa County Public Health Branch is unable to find a creation document that would have shown when the Emergency Medical Care Committee was established. Please note that the Clerk of the Board is also unable to locate the document.

Although Health and Human Services Mariposa County Public Health Branch can have an Emergency Medical Care Committee (EMCC); it is not a "required" committee for the Mariposa County Board of Supervisors. While this committee is productive in its own right for our Emergency Medical Services in the County, the Committee is having issues with having a quorum under the Brown Act as it has participants in Oakhurst, Yosemite National Park, Tuolumne County, etc. As a result of not being able to have a quorum, it is becoming difficult to get action items completed in a timely fashion. The EMCC would still meet on a regular basis under a new name, but it would not be county-sanctioned. The plan is for the EMCC to turn into a Coalition with a new name called "Emergency Medical Care Coalition".

Tuolumne County was having similar issues and dissolved its board appointed committee. After the committee was dissolved, they reformed under the name EMPACT which stands for Emergency Medicine Policy Collaboration Team. It is an informational and round table sharing meeting. They have found that they have better participation and they are accomplishing the same work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not dissolve the EMCC and the EMCC will continue to meet, although committee actions may take longer to complete if there are meetings that do not have a quorum.

FINANCIAL IMPACT

None

ATTACHMENTS

None

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
EXCUSED:	District II Supervisor Shannon Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-448

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with the California Department of Health Care Services (DHCS) for Medi-Cal Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Health Care Services (DHCS) for Medi-Cal Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement.

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Health and Human Services Agency (HHSA) in exchange for assistance in administering the Medi-Cal program.

DHCS entered into an agreement with the Social Security Administration (SSA) in 2007, wherein the privacy and security of Medi-Cal Personally Identifiable Information (PII) is to be shared between the agencies. The State also requires the same type of agreement with the County.

SSA and DHCS have revised the agreement to bring it up to date with changes in Federal policy. The County is now required to sign a new agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was approved by the Board of Supervisors on August 20, 2019, through Resolution Number 2019-485.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do approve this agreement and the HHSA will be out of compliance with SSA and DHCS regulations, and funding for the Medi-Cal program could be discontinued.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA DHCS - Medi-Cal Privacy & Security 2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-448

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with the California Department of Health Care Services (DHCS) for Medi-Cal Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Health Care Services (DHCS) for Medi-Cal Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement.

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Health and Human Services Agency (HHSA) in exchange for assistance in administering the Medi-Cal program.

DHCS entered into an agreement with the Social Security Administration (SSA) in 2007, wherein the privacy and security of Medi-Cal Personally Identifiable Information (PII) is to be shared between the agencies. The State also requires the same type of agreement with the County.

SSA and DHCS have revised the agreement to bring it up to date with changes in Federal policy. The County is now required to sign a new agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was approved by the Board of Supervisors on August 20, 2019, through Resolution Number 2019-485.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do approve this agreement and the HHSA will be out of compliance with SSA and DHCS regulations, and funding for the Medi-Cal program could be discontinued.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA DHCS - Medi-Cal Privacy & Security 2025

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
EXCUSED:	District II Supervisor Shannon Poe

MEDI-CAL PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Health Care Services and the

County of Mariposa,

Department/Agency of
Health and Human Services Agency.

PREAMBLE

The Department of Health Care Services (DHCS) and the
County of Mariposa,
Department/Agency of Health and Human Services Agency
(County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in that DHCS and the County Department/Agency access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the
County of Mariposa,
Department/Agency of Health and Human Services Agency
workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure,

unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **“County Worker”** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII. An agent is a person or organization authorized to act on behalf of the County Department/Agency.

4. **"Medi-Cal PII"** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal Pll includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal Pll may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or California Statewide Automated Welfare System (CalSAWS) Consortium, or a contractor, subcontractor or vendor of the County.

6. **“Secure Areas”** means any area where:
    A. County Workers assist in the administration of Medi-Cal;
    B. County Workers use or disclose Medi-Cal Pll; or
    C. Medi-Cal PII is stored in paper or electronic format.

7. **“SSA-provided or verified data (SSA data)”** means:
    A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or

    B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.302 of Title 42 Code of Federal Regulations, as limited by this Agreement, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client, such as through an authorized release of information form, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. While DHCS is a covered entity under the federal Health Insurance Portability and Accountability Act, as amended from time to time (HIPAA), the County Department/Agency is not required to be the business associate of DHCS, if the activities of the County Department/Agency are limited to determining eligibility for, or enrollment in, Medi-Cal (45 CFR 160.103). Nevertheless, it is the intention of the parties to protect the privacy and security of Medi-Cal PII and the rights of Medi-Cal applicants and beneficiaries in a manner that is consistent with HIPAA and other laws that are applicable. It is not the intention of the parties to voluntarily subject the County Department/Agency to federal HIPAA jurisdiction where it would not otherwise apply, and DHCS does not assert any authority to do so.

1. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to Medi-Cal PII covered under this Agreement beyond those provided through HIPAA, as applicable, County Department/Agency shall:

    a. Comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

    b. Treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section VIII. of this Agreement. It is not the intention of the parties that this subsection I.B.(1)(b) expands the definitions of breach nor security incident set forth this Agreement unless the additional and/or more protective standard has a different definition

for these terms, as applicable.

Examples of laws that provide additional and/or stricter privacy protections to certain types of Medi-Cal PII include, but are not limited to the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.

D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;

4. Retain training records for a period of five years after completion of the training.

B. ***Employee Discipline***.

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment

when appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five years.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County shall perform the following:

A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program and the use or disclosure of Medi-Cal PII.

B. Utilize Medi-Cal Eligibility Data System (MEDS) audit reports provided by DHCS and other system auditing tools available to County Department/Agency to perform quality assurance and management oversight

reviews of their County Workers' access to Medi-Cal and SSA PII within data systems utilized, including MEDS. For additional information see Medi-Cal Eligibility Division Information Letter | 21-34. Any instances of suspected security incidents or breaches are to be reported to DHCS immediately following the instructions within Section X of this Agreement.

To ensure a separation of duties, these system audit reviews shall be performed by privacy and security staff who do not have access to Medi-Cal PII within the systems. SSA requires DHCS to enforce a separation of duties, excluding any individual who uses MEDS to make benefit or entitlement determinations from participating in oversight, monitoring, or quality assurance functions. DHCS acknowledges that in smaller counties the separation of duties requirement might create a hardship based on there being a small number of people available to perform various tasks. Requests for hardship exemptions will be approved on a case-by-case basis.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this Agreement. Any changes to this information should be reported to DHCS within ten days.

C. Assign County Workers to be responsible for administration and monitoring of all security-related controls stated in this Agreement.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. County Department/Agency shall, at a minimum, implement an information security program that effectively manages risk in accordance with the Systems Security Standards and Requirements outlined in this Section of this Agreement.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this Agreement (Exhibit C) and available upon request.

DHCS and CDSS will enter into a separate PSA with California Statewide Automated Welfare System (CalSAWS) Joint Powers Authority specific to the CalSAWS. Any requirements for data systems in this PSA would only apply to County Department/Agency's locally operated/administered systems that access, store, or process Medi-Cal PII.

A. Systems Security Standards and Requirements

1. **Access Control (AC)**

Control Number	AC-1
Title	Access Control Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to designated organization officials: 1. An access control policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; 2. Procedures to facilitate the implementation of the access control policy and associated access control controls; b. Review and update the current access control procedures with the organization-defined frequency.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AC family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AC-2
Title	Account Management
DHCS Requirement	The organization must: a. Identify and select the accounts with access to Medi-Cal PII to support organizational missions/business functions. b. Assign account managers for information system accounts; c. Establish conditions for group and role membership; d. Specify authorized users of the information system, group and role membership, and access authorizations (i.e., privileges) and other attributes (as required) for each account; e. Require approvals by designated access authority for requests to create information system accounts; f. Create, enable, modify, disable, and remove information system accounts in accordance with organization account management procedures; g. Monitors the use of information system accounts; h. Notifies account managers when accounts are no longer required, when users are terminated or transferred; and when individual information system usage or need-to-know changes. i. Authorizes access to the information systems that receive, process, store or transmit Medi-Cal PII based on valid access authorization, need-to-know permission or under the authority to re-disclose Medi-Cal PII. j. Review accounts for compliance with account management requirements according to organization-based frequency; and k. Establishes a process for reissuing shared/group account credentials (if deployed) when individuals are removed from the group.
Supplemental Guidance (from NIST 800-53)	Information system account types include, for example, individual, shared, group, system, guest/anonymous, emergency, developer/manufacturer/vendor, temporary, and service. Some of the account management requirements listed above can be implemented by organizational information systems. The identification of authorized users of the information system and the specification of access privileges reflects the requirements in other security controls in the security plan. Users requiring administrative privileges on information system accounts receive additional scrutiny by appropriate organizational personnel (e.g., system owner, mission/business owner, or chief information security officer) responsible for approving such accounts and privileged access. Organizations may choose to define access privileges or other attributes by account, by type of account, or a combination of both. Other attributes required for authorizing access include, for example, restrictions on time-of-day, day-of-week, and point-of-origin. In defining other account attributes, organizations consider system-related requirements (e.g., scheduled maintenance, system upgrades) and mission/business requirements, (e.g., time zone differences, customer requirements, remote access to support travel requirements). Failure to consider these factors could affect information system availability. Temporary and emergency accounts are accounts intended for short-term use. Organizations establish temporary accounts as a part of normal account activation procedures when there is a need for short-term accounts without the demand for immediacy in account activation. Organizations establish emergency accounts in response to crisis situations and with the need for rapid account activation. Therefore, emergency account activation may bypass normal account authorization processes. Emergency and temporary accounts are not to be confused with infrequently used accounts (e.g., local logon accounts used for special tasks defined by organizations or when network resources are unavailable). Such accounts remain available and are not subject to automatic disabling or removal dates. Conditions for disabling or deactivating accounts include, for example: (i) when shared/group, emergency, or temporary accounts are no longer required; or (ii) when individuals are transferred or terminated. Some types of information system accounts may require specialized training. Related controls: AC-3, AC-4, AC-5, AC-6, AC-10, AC-17, AC-19, AC-20, AU-9, IA-2, IA-4, IA-5, IA-8, CM-5, CM-6, CM-11, MA-3, MA-4, MA-5, PL-4, SC-13.

Control Number	AC-3
Title	Access Enforcement
DHCS Requirement	The organization must: Enforces approved authorizations for logical access to information and system resources in accordance with applicable access control policies.
Supplemental Guidance	Access control policies (e.g., identity-based policies, role-based policies, control matrices, cryptography) control access between active entities or subjects (i.e., users or processes acting on behalf of users) and passive entities or objects (e.g., devices, files, records, domains) in information systems. In addition to enforcing authorized access at the information system level and recognizing that information systems can host many applications and services in support of organizational missions and business operations, access enforcement mechanisms can also be employed at the application and service level to provide increased information security. Related controls: AC-2, AC-4, AC-5, AC-6, AC-16, AC-17, AC-
Control Number	AC-3(7)
Title	Access Enforcement | Role-Based Access Control
DHCS Requirement	The organization information system must: enforce a role-based access control policy over defined subjects and objects and controls access based upon the need to utilize Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Role-based access control (RBAC) is an access control policy that restricts information system access to authorized users. Organizations can create specific roles based on job functions and the authorizations (i.e., privileges) to perform needed operations on organizational information systems associated with the organization-defined roles. When users are assigned to the organizational roles, they inherit the authorizations or privileges defined for those roles. RBAC simplifies privilege administration for organizations because privileges are not assigned directly to every user (which can be a significant number of individuals for mid- to large-size organizations) but are instead acquired through role assignments. RBAC can be implemented either as a mandatory or discretionary form of access control. For organizations implementing RBAC with mandatory access controls, the requirements in AC-3 (3) define the scope of the subjects and objects covered by the policy.
Control Number	AC-3(8)
Title	Access Enforcement | Revocation of Access Authorization
DHCS Requirement	The organization must: Enforce a role-based access control over users and information resources that have access to Medi-Cal PII, and control access based upon organization defined roles and users authorized to assume such roles.
Supplemental Guidance (from NIST 800-53)	Revocation of access rules may differ based on the types of access revoked. For example, if a subject (i.e., user or process) is removed from a group, access may not be revoked until the next time the object (e.g., file) is opened or until the next time the subject attempts a new access to the object. Revocation based on changes to security labels may take effect immediately. Organizations can provide alternative approaches on how to make revocations immediate if information systems cannot provide such capability and immediate revocation is necessary.
Control Number	AC-4
Title	Information Flow Enforcement
DHCS Requirement	The organization information system must: enforce approved authorizations for controlling the flow of information within the system and between interconnected systems based on the need for interconnected systems to share Medi-Cal PII to conduct business.
Supplemental Guidance (from NIST 800-53)	Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. Flow control restrictions include, for example, keeping export-controlled information from being transmitted in the clear to the Internet, blocking outside traffic that claims to be from within the organization, restricting web requests to the Internet that are not from the internal web proxy server, and limiting information transfers between organizations based on data structures and content. Transferring information between information systems representing different security domains with different security policies introduces risk that such transfers violate one or more domain security policies. In such situations, information owners/stewards provide guidance at designated policy enforcement points between interconnected systems. Organizations consider mandating specific architectural solutions when required to enforce specific security policies. Enforcement includes, for example: (i) prohibiting information transfers between interconnected systems (i.e., allowing access only); (ii) employing hardware mechanisms to enforce one-way information flows; and (iii) implementing trustworthy regrading mechanisms to reassign security attributes and security labels. Organizations commonly employ information flow control policies and enforcement mechanisms to control the flow of information between designated sources and destinations (e.g., networks, individuals, and devices) within information systems and between interconnected systems. Flow control is based on the characteristics of the information and/or the information path. Enforcement occurs, for example, in boundary protection devices (e.g., gateways, routers, guards, encrypted tunnels, firewalls) that employ rule sets or establish configuration settings that restrict information system services, provide a packet-filtering capability based on header information, or message- filtering capability based on message content (e.g., implementing key word searches or using document characteristics). Organizations also consider the trustworthiness of filtering/inspection mechanisms (i.e., hardware, firmware, and software components) that are critical to information flow enforcement. Control enhancements 3 through 22 primarily address cross-domain solution needs which focus on more advanced filtering techniques, in-depth analysis, and stronger flow enforcement mechanisms implemented in cross-domain products, for example, high-assurance guards. Such capabilities are generally not available in commercial off-the-shelf information technology products. Related controls: AC-3, AC-17, AC-19, AC-21, CM-6, CM-7, SA-8, SC-2, SC-5, SC-7, SC-18

Control Number	AC-5
Title	Separation of Duties
DHCS Requirement	The organization must: a. Separate organization-defined duties of individuals; b. Document separation of duties of individuals; and c. Defines information system access authorizations to support separation of duties. *DHCS also requires that the state organization prohibit any functional component(s) or official(s) from issuing credentials or access authority to themselves or other individuals within their job-function or category of access.* *Federal requirements and DHCS policy exclude any employee who uses Medi-Cal PII to process programmatic workloads to make benefit or entitlement determinations from participation in management or quality assurance functions.*
Supplemental Guidance (from NIST 800-53)	Separation of duties addresses the potential for abuse of authorized privileges and helps to reduce the risk of malevolent activity without collusion. Separation of duties includes, for example: (i) dividing mission functions and information system support functions among different individuals and/or roles; (ii) conducting information system support functions with different individuals (e.g., system management, programming, configuration management, quality assurance and testing, and network security); and (iii) ensuring security personnel administering access control functions do not also administer audit functions. Related controls: AC-3, AC-6, PE-3, PE-4, PS-2.
Control Number	AC-6
Title	Least Privilege
DHCS Requirement	The organization must: Employ the principle of least privilege, allowing only authorized accesses for users (or processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.
Supplemental Guidance (from NIST 800-53)	Organizations employ least privilege for specific duties and information systems. The principle of least privilege is also applied to information system processes, ensuring that the processes operate at privilege levels no higher than necessary to accomplish required organizational missions/business functions. Organizations consider the creation of additional processes, roles, and information system accounts as necessary, to achieve least privilege. Organizations also apply least privilege to the development, implementation, and operation of organizational information systems. Related controls: AC-2, AC-3, AC-5, CM-6, CM-7, PL-2.
Control Number	AC-6(1)
Title	Least Privilege | Authorize Access to Security Functions
DHCS Requirement	The organization must explicitly authorize access to organization-defined security functions (deployed in hardware, software, and firmware) and security-relevant information.
Supplemental Guidance (from NIST 800-53)	Security functions include, for example, establishing system accounts, configuring access authorizations (i.e., permissions, privileges), setting events to be audited, and setting intrusion detection parameters. Security-relevant information includes, for example, filtering rules for routers/firewalls, cryptographic key management information, configuration parameters for security services, and access control lists. Explicitly authorized personnel include, for example, security administrators, system and network administrators, system security officers, system maintenance personnel, system programmers, and other privileged users.
Control Number	AC-6(7)
Title	Least Privilege | Review Of User Privileges
DHCS Requirement	The organization must: a. Review the privileges assigned to organization-defined roles or classes of users to validate the need for such privileges; and b. Reassign or removes privileges, if necessary, to correctly reflect organizational mission/business needs.
Supplemental Guidance (from NIST 800-53)	The need for certain assigned user privileges may change over time reflecting changes in organizational missions/business function, environments of operation, technologies, or threat. Periodic review of assigned user privileges is necessary to determine if the rationale for assigning such privileges remains valid. If the need cannot be revalidated, organizations take appropriate corrective actions. Related control: CA-7.
Control Number	AC-7
Title	Unsuccessful Logon Attempts
DHCS Requirement	The organization must: a. Enforce a limit of no fewer than three (3) and no greater than five (5) consecutive invalid logon attempts by a user during an organization-defined time period; and b. Automatically lock the account/node for: an organization-defined time period; or locks the account/node until released by an administrator; or delays next logon prompt according to organization-defined delay algorithm when the maximum number of unsuccessful attempts is exceeded.
Supplemental Guidance (from NIST 800-53)	This control applies regardless of whether the logon occurs via a local or network connection. Due to the potential for denial of service, automatic lockouts initiated by information systems are usually temporary and automatically release after a predetermined time period established by organizations. If a delay algorithm is selected, organizations may choose to employ different algorithms for different information system components based on the capabilities of those components. Responses to unsuccessful logon attempts may be implemented at both the operating system and the application levels. Related controls: AC-2, AC-9, AC-14, IA-5.

Control Number	AC-8
Title	System Use Notification
DHCS Requirement	The organization must: a. Displays to users system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance and states that: 1. Users are accessing a U.S. Government information system; 2. Information system usage may be monitored, recorded, and subject to audit; 3. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and 4. Use of the information system indicates consent to monitoring and recording; b. Retains the notification message or banner on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access the information system; and c. For publicly accessible systems: 1. Displays system use information organization-defined conditions, before granting further access; 2. Displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and 3. Includes a description of the authorized uses of the system. At a minimum, this can be done at initial logon and is not required for every logon.
Supplemental Guidance (from NIST 800-53)	System use notifications can be implemented using messages or warning banners displayed before individuals log in to information systems. System use notifications are used only for access via logon interfaces with human users and are not required when such human interfaces do not exist. Organizations consider system use notification messages/banners displayed in multiple languages based on specific organizational needs and the demographics of information system users. Organizations also consult with the Office of the General Counsel for legal review and approval of warning banner content.
Control Number	AC-11
Title	Session Lock
DHCS Requirement	The organization's information system: a. Prevents further access to the system by initiating a session lock after 15 minutes or upon receiving a request from a user; and b. Retains the session lock until the user reestablishes access using established identification and authentication procedures.
Supplemental Guidance (from NIST 800-53)	Session locks are temporary actions taken when users stop work and move away from the immediate vicinity of information systems but do not want to log out because of the temporary nature of their absences. Session locks are implemented where session activities can be determined. This is typically at the operating system level, but can also be at the application level. Session locks are not an acceptable substitute for logging out of information systems, for example, if organizations require users to log out at the end of workdays. Related control: AC-7.
Control Number	AC-17
Title	Remote Access
DHCS Requirement	The organization must: a. Establish and document usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed; and b. Authorize remote access to the information system prior to allowing such connections.
Supplemental Guidance (from NIST 800-53)	Remote access is access to organizational information systems by users (or processes acting on behalf of users) communicating through external networks (e.g., the Internet). Remote access methods include, for example, dial-up, broadband, and wireless. Organizations often employ encrypted virtual private networks (VPNs) to enhance confidentiality and integrity over remote connections. The use of encrypted VPNs does not make the access non-remote; however, the use of VPNs, when adequately provisioned with appropriate security controls (e.g., employing appropriate encryption techniques for confidentiality and integrity protection) may provide sufficient assurance to the organization that it can effectively treat such connections as internal networks. Still, VPN connections traverse external networks, and the encrypted VPN does not enhance the availability of remote connections. Also, VPNs with encrypted tunnels can affect the organizational capability to adequately monitor network communications traffic for malicious code. Remote access controls apply to information systems other than public web servers or systems designed for public access. This control addresses authorization prior to allowing remote access without specifying the formats for such authorization. While organizations may use interconnection security agreements to authorize remote access connections, such agreements are not required by this control. Enforcing access restrictions for remote connections is addressed in AC-3. Related controls: AC-2, AC-3, AC-18, AC-19, AC-20, CA-3, CA-7, CM-8, IA-2, IA-3, IA-8, MA-4, PE-17, PL-4, SC-10, SI-4.

2. **Accountability, Audit, and Risk Management (AR)**

Control Number	AR-3
Title	Privacy Requirements for Contractors and Service Providers
DHCS Requirement	The organization must: a. Establish privacy roles, responsibilities, and access requirements for contractors and service providers; and b. Includes privacy requirements in contracts and other acquisition-related documents.
Supplemental Guidance (from NIST 800-53)	Contractors and service providers include, but are not limited to, information providers, information processors, and other organizations providing information system development, information technology services, and other outsourced applications. Organizations consult with legal counsel, the Senior Agency Official for Privacy (SAOP)/Chief Privacy Officer (CPO), and contracting officers about applicable laws, directives, policies, or regulations that may impact implementation of this control. Related control: AR-1, AR-5, SA-4.

3. Audit and Accountability (AU)

Control Number	AU-1
Title	Audit and Accountability Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to individuals and organizations that store, process, or transmit Medi-Cal PII: 1. An audit and accountability policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the audit and accountability policy and associated audit and accountability controls; and b. Review and update the current: 1. Audit and accountability policy at least triennially; and 2. Audit and accountability procedures at least triennially.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AU family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AU-2
Title	Audit Events
DHCS Requirement	The organization must: a. Audit the following events: 1) Viewing Medi-Cal PII stored within the organization's system; 2) Viewing of screens that contain Medi-Cal PII; 3) All system and data interactions concerning Medi-Cal PII. b. Coordinate the security audit function with other organizational entities requiring audit-related information to enhance mutual support and to help guide the selection of auditable events; c. Determines that the following events are to be audited within the information system: 1) Viewing Medi-Cal PII stored within the organization's system; 2) Viewing of screens that contain Medi-Cal PII; 3) All system and data interactions concerning Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	An event is any observable occurrence in an organizational information system. Organizations identify audit events as those events which are significant and relevant to the security of information systems and the environments in which those systems operate in order to meet specific and ongoing audit needs. Audit events can include, for example, password changes, failed logons, or failed accesses related to information systems, administrative privilege usage, PIV credential usage, or third-party credential usage. In determining the set of auditable events, organizations consider the auditing appropriate for each of the security controls to be implemented. To balance auditing requirements with other information system needs, this control also requires identifying that subset of auditable events that are audited at a given point in time. For example, organizations may determine that information systems must have the capability to log every file access both successful and unsuccessful, but not activate that capability except for specific circumstances due to the potential burden on system performance. Auditing requirements, including the need for auditable events, may be referenced in other security controls and control enhancements. Organizations also include auditable events that are required by applicable federal laws, Executive Orders, directives, policies, regulations, and standards. Audit records can be generated at various levels of abstraction, including at the packet level as information traverses the network. Selecting the appropriate level of abstraction is a critical aspect of an audit capability and can facilitate the identification of root causes to problems. Organizations consider in the definition of auditable events, the auditing necessary to cover related events such as the steps in distributed, transaction-based processes (e.g., processes that are distributed across multiple organizations) and actions that occur in service-oriented architectures. Related controls: AC-6, AC-17, AU-3, AU-12, MA-4, MP-2, MP-4, SI-4

Control Number	AU-11
Title	Audit Record Retention
DHCS Requirement	The organization must retain audit records for six (6) years to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.
Supplemental Guidance (from NIST 800-53)	Organizations retain audit records until it is determined that they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records relative to Freedom of Information Act (FOIA) requests, subpoenas, and law enforcement actions. Organizations develop standard categories of audit records relative to such types of actions and standard response processes for each type of action. The National Archives and Records Administration (NARA) General Records Schedules provide federal policy on record retention. Related controls: AU-4, AU-5, AU-9, MP-6.
Control Number	AU-12
Title	Audit Generation
DHCS Requirement	The organization information system must: a. Provide audit record generation capability for the auditable events defined in AU-2 a. at the audit reporting mechanism; b. Allow security personnel to select which auditable events are to be audited by specific components of the information system; and c. Generates audit records for the events defined in AU-2 d. with the content defined in AU-3
Supplemental Guidance (from NIST 800-53)	Audit records can be generated from many different information system components. The list of audited events is the set of events for which audits are to be generated. These events are typically a subset of all events for which the information system is capable of generating audit records. Related controls: AC-3, AU-2, AU-3, AU-6, AU-7.

4. **Awareness and Training (AT)**

Control Number	AT-1
Title	Security Awareness and Training Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to Medi-Cal PII: 1. A security awareness and training policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security awareness and training policy and associated security awareness and training controls; and b. Reviews and updates the current: 1. Security awareness and training policy and; 2. Security awareness and training procedures. The training and awareness programs must include: The sensitivity of Medi-Cal PII, The rules of behavior concerning use and security in systems and/or applications processing Medi-Cal PII, The Privacy Act and other Federal and state laws, including but not limited to Section 14100.2 of the Welfare and Institutions Code and Section 431.302 et. Seq. of Title 42 Code of Federal Regulations, governing collection, maintenance, use, and dissemination of information about individuals, The possible criminal and civil sanctions and penalties for misuse of Medi-Cal PII, The responsibilities of employees, contractors, and agent's pertaining to the proper use and protection of Medi-Cal PII, The restrictions on viewing and/or copying Medi-Cal PII, The proper disposal of Medi-Cal PII, The security breach and data loss incident reporting procedures, The basic understanding of procedures to protect the network from viruses, worms, Trojan horses, and other malicious code, Social engineering (phishing, vishing and pharming) and network fraud prevention.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AT family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, tandards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.

Control Number	AT-2
Title	Security Awareness Training
DHCS Requirement	The organization must provide basic security awareness training to information system users (including managers, senior executives, and contractors): a. As part of initial training for new users; b. When required by information system changes; and c. Annually thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security awareness training and security awareness techniques based on the specific organizational requirements and the information systems to which personnel have authorized access. The content includes a basic understanding of the need for information security and user actions to maintain security and to respond to suspected security incidents. The content also addresses awareness of the need for operations security. Security awareness techniques can include, for example, displaying posters, offering supplies inscribed with security reminders, generating email advisories/notices from senior organizational officials, displaying logon screen messages, and conducting information security awareness events. Related controls: AT-3, AT-4, PL-4.
Control Number	AT-3
Title	Role-Based Security Training
DHCS Requirement	The organization must provide role-based security training to personnel with assigned security roles and responsibilities: a. Before authorizing access to the information system or performing assigned duties; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security training based on the assigned roles and responsibilities of individuals and the specific security requirements of organizations and the information systems to which personnel have authorized access. In addition, organizations provide enterprise architects, information system developers, software developers, acquisition/procurement officials, information system managers, system/network administrators, personnel conducting configuration management and auditing activities, personnel performing independent verification and validation activities, security control assessors, and other personnel having access to system-level software, adequate security-related technical training specifically tailored for their assigned duties. Comprehensive role-based training addresses management, operational, and technical roles and responsibilities covering physical, personnel, and technical safeguards and countermeasures. Such training can include for example, policies, procedures, tools, and artifacts for the organizational security roles defined. Organizations also provide the training necessary for individuals to carry out their responsibilities related to operations and supply chain security within the context of organizational information security programs. Role-based security training also applies to contractors providing services to federal agencies. Related controls: AT-2, AT-4, PL-4, PS-7, SA-3, SA-12, SA-16.
Control Number	AT-4
Title	Security Training Records
DHCS Requirement	The organization must: a. Document and monitor individual information system security training activities including basic security awareness training and specific information system security training; and b. Retain individual training records for 5 years. SSA also requires the organization to certify that each employee, contractor, and agent who views SSA data certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
Supplemental Guidance (from NIST 800-53)	Documentation for specialized training may be maintained by individual supervisors at the option of the organization. Related controls: AT-2, AT-3, PM-14.

5. **Contingency Planning (CP)**

Control Number	CP-2
Title	Contingency Plan
DHCS Requirement	The organization must: a. Develop a contingency plan for the information system that: 1. Identifies essential missions and business functions and associated contingency requirements; 2. Provides recovery objectives, restoration priorities, and metrics; 3. Addresses contingency roles, responsibilities, assigned individuals with contact information; 4. Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure; 5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented; and 6. Is reviewed and approved by a senior manager; b. Distribute copies of the contingency plan to personnel and organizations supporting the contingency plan actions; c. Coordinate contingency planning activities with incident handling activities; d. Review the contingency plan for the information system at least annually; e. Update the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan implementation, execution, or testing; f. Communicate contingency plan changes to personnel and organizations supporting the contingency plan actions; g. Incorporate lessons learned from contingency plan testing, training, or actual contingency activities into contingency testing and training; and h. Protect the contingency plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	Contingency planning for information systems is part of an overall organizational program for achieving continuity of operations for mission/business functions. Contingency planning addresses both information system restoration and implementation of alternative mission/business processes when systems are compromised. The effectiveness of contingency planning is maximized by considering such planning throughout the phases of the system development life cycle. Performing contingency planning on hardware, software, and firmware development can be an effective means of achieving information system resiliency. Contingency plans reflect the degree of restoration required for organizational information systems since not all systems may need to fully recover to achieve the level of continuity of operations desired. Information system recovery objectives reflect applicable laws, Executive Orders, directives, policies, standards, regulations, and guidelines. In addition to information system availability, contingency plans also address other security-related events resulting in a reduction in mission and/or business effectiveness, such as malicious attacks compromising the confidentiality or integrity of information systems. Actions addressed in contingency plans include, for example, orderly/graceful degradation, information system shutdown, fallback to a manual mode, alternate information flows, and operating in modes reserved for when systems are under attack. By closely coordinating contingency planning with incident handling activities, organizations can ensure that the necessary contingency planning activities are in place and activated in the event of a security incident. Related controls: AC-14, CP-6, CP-7, CP-8, CP-9, CP-10, IR-4, IR-8, MP-2, MP-4, MP-5, PM-8, PM-11.

6. **Data Minimization and Retention (DM)**

Control Number	DM-2
Title	Data Retention and Disposal
DHCS Requirement	The organization must: a. Retain each collection of Medi-Cal PII no longer than required for the organization's business process or evidentiary purposes; b. Dispose of, destroys, erases, and/or anonymizes the Medi-Cal PII, regardless of the method of storage, in accordance with a NARA-approved record retention schedule and in a manner that prevents loss, theft, misuse, or unauthorized access; and c. Use organization-defined techniques or methods to ensure secure deletion or destruction of PII (including originals, copies, and archived records). .
Supplemental Guidance (from NIST 800-53)	NARA provides retention schedules that govern the disposition of federal records. Program officials coordinate with records officers and with NARA to identify appropriate retention periods and disposal methods. NARA may require organizations to retain PII longer than is operationally needed. In those situations, organizations describe such requirements in the notice. Methods of storage include, for example, electronic, optical media, or paper. Examples of ways organizations may reduce holdings include reducing the types of PII held (e.g., delete Social Security numbers if their use is no longer needed) or shortening the retention period for PII that is maintained if it is no longer necessary to keep PII for long periods of time (this effort is undertaken in consultation with an organization's records officer to receive NARA approval). In both examples, organizations provide notice (e.g., an updated System of Records Notice) to inform the public of any changes in holdings of PII. Certain read-only archiving techniques, such as DVDs, CDs, microfilm, or microfiche, may not permit the removal of individual records without the destruction of the entire database contained on such media. Related controls: AR-4, AU-11, DM-1, MP-1, MP-2, MP-3, MP-4, MP-5, MP-6, MP-7, MP-8, SI-12, TR-1.

7. **Identification and Authentication (IA)**

Control Number	IA-2
Title	Identification and Authentication (Organizational Users)
DHCS Requirement	The organization's information system must uniquely identify and authenticate organizational users (or processes acting on behalf of organizational users).
Supplemental Guidance (from NIST 800-53)	Organizational users include employees or individuals that organizations deem to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than: (i) accesses that are explicitly identified and documented in AC-14; and (ii) accesses that occur through authorized use of group authenticators without individual authentication. Organizations may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. Organizations employ passwords, tokens, or biometrics to authenticate user identities, or in the case multifactor authentication, or some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization controlled endpoints may be treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network. Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as: (i) something you know (e.g., password, personal identification number [PIN]); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric). Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security. Identification and authentication requirements for other than organizational users are described in IA-8. Related controls: AC-2, AC-3, AC-14, AC-17, AC-18, IA-4, IA-5, IA-8.

Control Number	IA-5
Title	Authenticator Management
DHCS Requirement	The organization must manage information system authenticators by: a. Verifying, as part of the initial authenticator distribution, the identity of the individual, group, role, or device receiving the authenticator; b. Establishing initial authenticator content for authenticators defined by the organization; c. Ensuring that authenticators have sufficient strength of mechanism for their intended use; d. Establishing and implementing administrative procedures for initial authenticator distribution, for lost/compromised or damaged authenticators, and for revoking authenticators; e. Changing default content of authenticators prior to information system installation; f. Establishing minimum and maximum lifetime restrictions and reuse conditions for authenticators; g. Changing/refreshing authenticators within organization-defined time period; h. Protecting authenticator content from unauthorized disclosure and modification; i. Requiring individuals to take, and having devices implement, specific security safeguards to protect authenticators; and j. Changing authenticators for group/role accounts when membership to those accounts changes.
Supplemental Guidance (from NIST 800-53)	Individual authenticators include, for example, passwords, tokens, biometrics, PKI certificates, and key cards. Initial authenticator content is the actual content (e.g., the initial password) as opposed to requirements about authenticator content (e.g., minimum password length). In many cases, developers ship information system components with factory default authentication credentials to allow for initial installation and configuration. Default authentication credentials are often well known, easily discoverable, and present a significant security risk. The requirement to protect individual authenticators may be implemented via control PL-4 or PS-6 for authenticators in the possession of individuals and by controls AC-3, AC-6, and SC-28 for authenticators stored within organizational information systems (e.g., passwords stored in hashed or encrypted formats, files containing encrypted or hashed passwords accessible with administrator privileges). Information systems support individual authenticator management by organization-defined settings and restrictions for various authenticator characteristics including, for example, minimum password length, password composition, validation time window for time synchronous one-time tokens, and number of allowed rejections during the verification stage of biometric authentication. Specific actions that can be taken to safeguard authenticators include, for example, maintaining possession of individual authenticators, not loaning or sharing individual authenticators with others, and reporting lost, stolen, or compromised authenticators immediately. Authenticator management includes issuing and revoking, when no longer needed, authenticators for temporary access such as that required for remote maintenance. Device authenticators include, for example, certificates and passwords. Related controls: AC-2, AC-3, AC-6, CM-6, IA-2, IA-4, IA-8, PL-4, PS- 5, PS-6, SC-12, SC-13, SC-17, SC-28.
Control Number	**IA-5(1)**
Title	Authenticator Management | Password-Based Authentication
DHCS Requirement	The information system, for password-based authentication, must: a. Enforces minimum password complexity of requirements for: * case sensitivity (upper and lower case letters), * number of characters (equal to or greater than fifteen characters), * mix of upper-case letters, lower-case letters, numbers, and special characters (at least one of each type); c. Stores and transmits only cryptographically-protected passwords; d. Enforces password lifetime of at least 180 days; e. Prohibits prior 10 passwords for reuse ; and f. Allows the use of a temporary password for system logons with an immediate change to a permanent password.
Supplemental Guidance (from NIST 800-53)	This control enhancement applies to single-factor authentication of individuals using passwords as individual or group authenticators, and in a similar manner, when passwords are part of multifactor authenticators. This control enhancement does not apply when passwords are used to unlock hardware authenticators (e.g., Personal Identity Verification cards). The implementation of such password mechanisms may not meet all of the requirements in the enhancement. Cryptographically-protected passwords include, for example, encrypted versions of passwords and one-way cryptographic hashes of passwords. The number of changed characters refers to the number of changes required with respect to the total number of positions in the current password. Password lifetime restrictions do not apply to temporary passwords. To mitigate certain brute force attacks against passwords, organizations may also consider salting passwords. Related control: IA-6.

8. **Incident Response (IR)**

Control Number	IR-1
Title	Incident Response Policy and Procedures
DHCS Requirement	The organization must: a. Develops, documents, and disseminates to organization-defined personnel or roles: 1. An incident response policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the incident response policy and associated incident response controls; and b. Reviews and updates the current: 1. Incident response policy with organization-defined frequency; and 2. Incident response procedures with organization-defined frequency. *DHCS and NIST Guidelines encourage agencies to consider establishing incident response teams or identifying individuals specifically responsible for addressing Medi-Cal PII and DHCS data breaches.*
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the IR family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	**IR-2**
Title	Incident Response Training
DHCS Requirement	The organization must provide incident response training to information system users consistent with assigned roles and responsibilities: a. Within organization-defined time period of assuming an incident response role or responsibility; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Incident response training provided by organizations is linked to the assigned roles and responsibilities of organizational personnel to ensure the appropriate content and level of detail is included in such training. For example, regular users may only need to know who to call or how to recognize an incident on the information system; system administrators may require additional training on how to handle/remediate incidents; and incident responders may receive more specific training on forensics, reporting, system recovery, and restoration. Incident response training includes user training in the identification and reporting of suspicious activities, both from external and internal sources. Related controls: AT-3, CP-3, IR-8.
Control Number	**IR-4**
Title	Incident Handling
DHCS Requirement	The organization must: a. Implements an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery; b. Coordinates incident handling activities with contingency planning activities; and c. Incorporates lessons learned from ongoing incident handling activities into incident response procedures, training, and testing, and implements the resulting changes accordingly.
Supplemental Guidance (from NIST 800-53)	Organizations recognize that incident response capability is dependent on the capabilities of organizational information systems and the mission/business processes being supported by those systems. Therefore, organizations consider incident response as part of the definition, design, and development of mission/business processes and information systems. Incident-related information can be obtained from a variety of sources including, for example, audit monitoring, network monitoring, physical access monitoring, user/administrator reports, and reported supply chain events. Effective incident handling capability includes coordination among many organizational entities including, for example, mission/business owners, information system owners, authorizing officials, human resources offices, physical and personnel security offices, legal departments, operations personnel, procurement offices, and the risk executive (function). Related controls: AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, SI-7.

Control Number	IR-8
Title	Incident Response Plan
DHCS Requirement	The organization must: a. Develop an incident response plan that: 1. Provides the organization with a roadmap for implementing its incident response capability; 2. Describes the structure and organization of the incident response capability; 3. Provides a high-level approach for how the incident response capability fits into the overall organization; 4. Meets the unique requirements of te organization, which relate to mission, size, structure, and functions; 5. Defines reportable incidents; 6. Provides metrics for measuring the incident response capability within the organization; 7. Defines the resources and management support needed to effectively maintain and mature an incident response capability; and 8. Is reviewed and approved by organization-defined personnel or roles; b. Distribute copies of the incident response plan to organization-defined incident response personnel (identified by name and/or by role) and organizational elements; c. Review the incident response plan organization-defined frequency; d. Updates the incident response plan to address system/organizational changes or problems encountered during plan implementation, execution, or testing; e. Communicate incident response plan changes to organization-defined incident response personnel (identified by name and/or by role) and organizational elements]; and f. Protect the incident response plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	It is important that organizations develop and implement a coordinated approach to incident response. Organizational missions, business functions, strategies, goals, and objectives for incident response help to determine the structure of incident response capabilities. As part of a comprehensive incident response capability, organizations consider the coordination and sharing of information with external organizations, including, for example, external service providers and organizations involved in the supply chain for organizational information systems. Related controls: MP-2, MP-4, MP-5.

9. **Media Protection (MP)**

Control Number	MP-2
Title	Media Access
DHCS Requirement	The organization must: Restricts access to Medi-Cal PII to County Workers who require access to Medi-Call PII for purposes of administering the Medi-Cal program or as required for the administration of other public benefit programs.
Supplemental Guidance (from NIST 800-53)	Information system media includes both digital and non-digital media. Digital media includes, for example, diskettes, magnetic tapes, external/removable hard disk drives, flash drives, compact disks, and digital video disks. Non-digital media includes, for example, paper and microfilm. Restricting non-digital media access includes, for example, denying access to patient medical records in a community hospital unless the individuals seeking access to such records are authorized healthcare providers. Restricting access to digital media includes, for example, limiting access to design specifications stored on compact disks in the media library to the project leader and the individuals on the development team. Related controls: AC-3, IA-2, MP-4, PE-2, PE-3, PL-2.
Control Number	MP-6
Title	Media Sanitization
DHCS Requirement	The organization must: a. Sanitize media containing Medi-Cal PII prior to disposal, release out of organizational control, or release for reuse in accordance with applicable federal and organizational standards and policies; and b. Employs sanitization mechanisms with the strength and integrity commensurate with the security category or classification of the information.
Supplemental Guidance (from NIST 800-53)	This control applies to all information system media, both digital and non-digital, subject to disposal or reuse, whether or not the media is considered removable. Examples include media found in scanners, copiers, printers, notebook computers, workstations, network components, and mobile devices. The sanitization process removes information from the media such that the information cannot be retrieved or reconstructed. Sanitization techniques, including clearing, purging, cryptographic erase, and destruction, prevent the disclosure of information to unauthorized individuals when such media is reused or released for disposal. Organizations determine the appropriate sanitization methods recognizing that destruction is sometimes necessary when other methods cannot be applied to media requiring sanitization. Organizations use discretion on the employment of approved sanitization techniques and procedures for media containing information deemed to be in the public domain or publicly releasable, or deemed to have no adverse impact on organizations or individuals if released for reuse or disposal. Sanitization of non-digital media includes, for example, removing a classified appendix from an otherwise unclassified document, or redacting selected sections or words from a document by obscuring the redacted sections/words in a manner equivalent in effectiveness to removing them from the document. NSA standards and policies control the sanitization process for media containing classified information. Related controls: MA-2, MA-4, RA-3, SC-4.

10. **Personnel Security (PS)**

Control Number	PS-3
Title	Personnel Screening
DHCS Requirement	The organization must: a. Screen individuals (employees, contractors and agents) prior to authorizing access to the information system and Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Personnel screening and rescreening activities reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, guidance, and specific criteria established for the risk designations of assigned positions. Organizations may define different rescreening conditions and frequencies for personnel accessing information systems based on types of information processed, stored, or transmitted by the systems.
Control Number	PS-4
Title	Personnel Termination
DHCS Requirement	The organization, upon termination of individual employment, must: a. Disable information system access; b. Terminate/revoke any authenticators/credentials associated with the individual; c. Conduct exit interviews, as needed; d. Retrieve all security-related organizational information system-related property; e. Retain access to organizational information and information systems formerly controlled by terminated individual; and f. Notified organization-defined personnel upon termination.
Supplemental Guidance (from NIST 800-53)	Information system-related property includes, for example, hardware authentication tokens, system administration technical manuals, keys, identification cards, and building passes. Exit interviews ensure that terminated individuals understand the security constraints imposed by being former employees and that proper accountability is achieved for information system-related property. Security topics of interest at exit interviews can include, for example, reminding terminated individuals of nondisclosure agreements and potential limitations on future employment. Exit interviews may not be possible for some terminated individuals, for example, in cases related to job abandonment, illnesses, and non-availability of supervisors. Exit interviews are important for individuals with security clearances. Timely execution of termination actions is essential for individuals terminated for cause. In certain situations, organizations consider disabling the information system accounts of individuals that are being terminated prior to the individuals being notified. Related controls: AC-2, IA-4, PE-2, PS-5, PS-6.
Control Number	PS-6
Title	Access Agreements
DHCS Requirement	The organization must: a. Develop and document access agreements for organizational information systems; b. Reviews and updates the access agreements at organization-defined frequency; and c. Ensure that individuals requiring access to organizational information and information systems: 1. Sign appropriate access agreements prior to being granted access; and 2. Re-sign access agreements to maintain access to organizational information systems when access agreements have been updated or at an organization-defined frequency. DHCS requires that contracts for periodic disposal/destruction of case files or other print media contain a non-disclosure agreement signed by all personnel who will encounter products that contain Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Access agreements include, for example, nondisclosure agreements, acceptable use agreements, rules of behavior, and conflict-of-interest agreements. Signed access agreements include an acknowledgement that individuals have read, understand, and agree to abide by the constraints associated with organizational information systems to which access is authorized. Organizations can use electronic signatures to acknowledge access agreements unless specifically prohibited by organizational policy. Related control: PL-4, PS-2, PS-3, PS-4, PS-8.

Control Number	PS-7
Title	Third-Party Personnel Security
DHCS Requirement	The organization must: a. Establishes personnel security requirements including security roles and responsibilities for county agents, subcontractors, and vendors; b. Requires third-party providers to comply with personnel security policies and procedures established by the organization; c. Documents personnel security requirements; d. Requires third-party providers to notify organization-defined personnel or roles of any personnel transfers or terminations of third-party personnel who possess organizational credentials and/or badges, or who have information system privileges within organization-defined time period; and e. Monitors provider compliance. *The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to Medi-Cal PII. The statement shall include, at a minimum, a description of the following:* *1. General Use of Medi-Cal PII;* *2. Security and Privacy Safeguards for Medi-Cal PII;* *3. Unacceptable Use of Medi-Cal PII; and* *4. Enforcement Policies.* *The county department/agency must retain the non-disclosure agreements for at least five (5) to seven (7) years for all contractors and agents who processes, views, or encounters Medi-Cal PII as part of their duties*
Supplemental Guidance (from NIST 800-53)	Third-party providers include, for example, service bureaus, contractors, and other organizations providing information system development, information technology services, outsourced applications, and network and security management. Organizations explicitly include personnel security requirements in acquisition-related documents. Third-party providers may have personnel working at organizational facilities with credentials, badges, or information system privileges issued by organizations. Notifications of third-party personnel changes ensure appropriate termination of privileges and credentials. Organizations define the transfers and terminations deemed reportable by security-related characteristics that include, for example, functions, roles, and nature of credentials/privileges associated with individuals transferred or terminated. Related controls: PS-2, PS-3, PS-4, PS-5, PS-6, SA-9, SA-21.
Control Number	PS-8
Title	Personnel Sanctions
DHCS Requirement	The organization must: a. Employ a formal sanctions process for individuals failing to comply with established information security policies and procedures; and b. Notify organization personnel within the organization-defined time period when a formal employee sanctions process is initiated, identifying the individual sanctioned and the reason for the sanction. *If a member of the county's workforce, as defined at 45 CFR 160.103 and inclusive of an employee, contractor, or agent is subject to an adverse action by the organization (e.g., reduction in pay, disciplinary action, termination of employment, termination of contract for services), DHCS recommends the organization remove his or her access to Medi-Cal PII in advance of the adverse action to reduce the possibility that will the individual will perform unauthorized activities that involve Medi-Cal PII, if applicable.*
Supplemental Guidance (from NIST 800-53)	Organizational sanctions processes reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Sanctions processes are described in access agreements and can be included as part of general personnel policies and procedures for organizations. Organizations consult with the Office of the General Counsel regarding matters of employee sanctions. Related controls: PL-4, PS-6.

11. Physical and Environmental Protection (PE)

Control Number	PE-3
Title	Physical Access Control
DHCS Requirement	The organization must: a. Enforce physical access authorizations at entry and exit points to the facility where the information system resides by; 1. Verifying individual access authorizations before granting access to the facility; and 2. Controlling ingress/egress to the facility using physical access control systems/devices and/or guards; b. Maintain physical access audit logs for entry and exit points; c. Provide security safeguards to control access to areas within the facility officially designated as publicly accessible; d. Escort visitors and monitors visitor activity; e. Secure keys, combinations, and other physical access devices; f. Inventory physical access devices; and g. Changes combinations and keys at minimum when keys are lost, combinations are compromised, or individuals are transferred or terminated
Supplemental Guidance (from NIST 800-53)	This control applies to organizational employees and visitors. Individuals (e.g., employees, contractors, and others) with permanent physical access authorization credentials are not considered visitors. Organizations determine the types of facility guards needed including, for example, professional physical security staff or other personnel such as administrative staff or information system users. Physical access devices include, for example, keys, locks, combinations, and card readers. Safeguards for publicly accessible areas within organizational facilities include, for example, cameras, monitoring by guards, and isolating selected information systems and/or system components in secured areas. Physical access control systems comply with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The Federal Identity, Credential, and Access Management Program provides implementation guidance for identity, credential, and access management capabilities for physical access control systems. Organizations have flexibility in the types of audit logs employed. Audit logs can be procedural (e.g., a written log of individuals accessing the facility and when such access occurred), automated (e.g., capturing ID provided by a PIV card), or some combination thereof. Physical access points can include facility access points, interior access points to information systems and/or components requiring supplemental access controls, or both. Components of organizational information systems (e.g., workstations, terminals) may be located in areas designated as publicly accessible with organizations safeguarding access to such devices. Related controls: AU-2, AU-6, MP-2, MP-4, PE-2, PE-4, PE-5, PS-3, RA-3.
Control Number	PE-6
Title	Monitoring Physical Access
DHCS Requirement	The organization must: a. Monitors physical access to the facility where the information system resides to detect and respond to physical security incidents; b. Reviews physical access logs organization-defined frequency and upon occurrence of security incidents; and c. Coordinates results of reviews and investigations with the organizational incident response capability.
Supplemental Guidance (from NIST 800-53)	Organizational incident response capabilities include investigations of and responses to detected physical security incidents. Security incidents include, for example, apparent security violations or suspicious physical access activities. Suspicious physical access activities include, for example: (i) accesses outside of normal work hours; (ii) repeated accesses to areas not normally accessed; (iii) accesses for unusual lengths of time; and (iv) out-of-sequence accesses. Related controls: CA-7, IR-4, IR-8.

12. Planning (PL)

Control Number	PL-1
Title	Security Planning Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to Medi-Cal PII: 1. A security planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security planning policy and associated security planning controls; and b. Reviews and updates the current: 1. Security planning policy; and 2. Security planning procedures.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the PL family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies,
	standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	PL-2
Title	System Security Plan
DHCS Requirement	The organization must: a. Develop a security plan for the information system that: 1. Is consistent with the organization's enterprise architecture; 2. Explicitly defines the authorization boundary for the system; 3. Describes the operational context of the information system in terms of missions and business processes; 4. Provides the security categorization of the information system including supporting rationale; 5. Describes the operational environment for the information system and relationships with or connections to other information systems; 6. Provides an overview of the security requirements for the system; 7. Identifies any relevant overlays, if applicable; 8. Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring decisions; and 9. Is reviewed and approved by the authorizing official or designated representative prior to plan implementation; b. Distribute copies of the security plan and communicates subsequent changes to the plan to personnel and organizations with security responsibilities; c. Review the security plan for the information system; d. Update the plan to address changes to the information system/environment of operation or problems identified during plan implementation or security control assessments; and e. Protect the security plan from unauthorized disclosure and modification. *Organization's security plan should include detailed information specific to safeguarding Medi-Cal PII.*
Supplemental Guidance (from NIST 800-53)	Security plans relate security requirements to a set of security controls and control enhancements. Security plans also describe, at a high level, how the security controls and control enhancements meet those security requirements, but do not provide detailed, technical descriptions of the specific design or implementation of the controls/enhancements. Security plans contain sufficient information (including the specification of parameter values for assignment and selection statements either explicitly or by reference) to enable a design and implementation that is unambiguously compliant with the intent of the plans and subsequent determinations of risk to organizational operations and assets, individuals, other organizations, and the Nation if the plan is implemented as intended. Organizations can also apply tailoring guidance to the security control baselines in Appendix D and CNSS Instruction 1253 to develop overlays for community-wide use or to address specialized requirements, technologies, or missions/environments of operation (e.g., DoD-tactical, Federal Public Key Infrastructure, or Federal Identity, Credential, and Access Management, space operations). Appendix I provides guidance on developing overlays. Security plans need not be single documents; the plans can be a collection of various documents including documents that already exist. Effective security plans make extensive use of references to policies, procedures, and additional documents (e.g., design and implementation specifications) where more detailed information can be obtained. This reduces the documentation requirements associated with security programs and maintains security-related information in other established management/operational areas related to enterprise architecture, system development life cycle, systems engineering, and acquisition. For example, security plans do not contain detailed contingency plan or incident response plan information but instead provide explicitly or by reference, sufficient information to define what needs to be accomplished by those plans. Related controls: AC-2, AC-6, AC-14, AC-17, AC-20, CA-2, CA-3, CA-7, CM-9, CP-2, IR-8, MA-4, MA-5, MP-2, MP-4, MP-5, PL-7, PM-1, PM-7, PM-8, PM-9, PM-11, SA-5, SA-17.

13. Risk Assessment (RA)

Control Number	RA-1
Title	Risk Assessment Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to system owners using Medi-Cal PII: 1. A risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the RA family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	RA-3
Title	Risk Assessment
DHCS Requirement	The organization must: a. Conduct an assessment of risk, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits; b. Documents risk assessment results in a risk assessment report or organization defined risk report document. c. Review risk assessment results annually; and e. Update the risk assessment whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.
Supplemental Guidance (from NIST 800-53)	Clearly defined authorization boundaries are a prerequisite for effective risk assessments. Risk assessments take into account threats, vulnerabilities, likelihood, and impact to organizational operations and assets, individuals, other organizations, and the Nation based on the operation and use of information systems. Risk assessments also take into account risk from external parties (e.g., service providers, contractors operating information systems on behalf of the organization, individuals accessing organizational information systems, outsourcing entities). In accordance with OMB policy and related E-authentication initiatives, authentication of public users accessing federal information systems may also be required to protect nonpublic or privacy-related information. As such, organizational assessments of risk also address public access to federal information systems. Risk assessments (either formal or informal) can be conducted at all three tiers in the risk management hierarchy (i.e., organization level, mission/business process level, or information system level) and at any phase in the system development life cycle. Risk assessments can also be conducted at various steps in the Risk Management Framework, including categorization, security control selection, security control implementation, security control assessment, information system authorization, and security control monitoring. RA-3 is noteworthy in that the control must be partially implemented prior to the implementation of other controls in order to complete the first two steps in the Risk Management Framework. Risk assessments can play an important role in security control selection processes, particularly during the application of tailoring guidance, which includes security control supplementation. Related controls: RA-2, PM- 9.

Control Number	RA-5
Title	Vulnerability Scanning
DHCS Requirement	The organization must: a. Scan for vulnerabilities in the information system and hosted applications at a minimum of a monthly basis and when new vulnerabilities potentially affecting the system/applications are identified and reported; b. Employ vulnerability scanning tools and techniques that facilitate interoperability among tools and automate parts of the vulnerability management process by using standards for: 1. Enumerating platforms, software flaws, and improper configurations; a. Analyze vulnerability scan reports and results from security control assessments; b. Remediate legitimate vulnerabilities within organization defined time periods in accordance with an organizational assessment of risk; and c. Share information obtained from the vulnerability scanning process and security control assessments with all impacted system owners to help eliminate similar vulnerabilities in other information systems (i.e., systemic weaknesses or deficiencies).
Supplemental Guidance (from NIST 800-53)	Security categorization of information systems guides the frequency and comprehensiveness of vulnerability scans. Organizations determine the required vulnerability scanning for all information system components, ensuring that potential sources of vulnerabilities such as networked printers, scanners, and copiers are not overlooked. Vulnerability analyses for custom software applications may require additional approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Organizations can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Vulnerability scanning includes, for example: (i) scanning for patch levels; (ii) scanning for functions, ports, protocols, and services that should not be accessible to users or devices; and (iii) scanning for improperly configured or incorrectly operating information flow control mechanisms. Organizations consider using tools that express vulnerabilities in the Common Vulnerabilities and Exposures (CVE) naming convention and that use the Open Vulnerability Assessment Language (OVAL) to determine/test for the presence of vulnerabilities. Suggested sources for vulnerability information include the Common Weakness Enumeration (CWE) listing and the National Vulnerability Database (NVD). In addition, security control assessments such as red team exercises provide other sources of potential vulnerabilities for which to scan. Organizations also consider using tools that express vulnerability impact by the Common Vulnerability Scoring System (CVSS). Related controls: CA-2, CA-7, CM-4, CM-6, RA-2, RA-3, SA-11, SI-2.

14. Security Assessment and Authorization (CA)

Control Number	CA-2
Title	Security Assessments
DHCS Requirement	The organization must: a. Develops a security assessment plan that describes the scope of the assessment including: 1. Security controls and control enhancements under assessment; 2. Assessment procedures to be used to determine security control effectiveness; and 3. Assessment environment, assessment team, and assessment roles and responsibilities; b. Assesses the security controls in the information system and its environment of operation with organization-defined frequency to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements; c. Produces a security assessment report that documents the results of the assessment; and d. Provides the results of the security control assessment to organization-defined individuals or roles.
Supplemental Guidance (from NIST 800-53)	Organizations assess security controls in organizational information systems and the environments in which those systems operate as part of: (i) initial and ongoing security authorizations; (ii) FISMA annual assessments; (iii) continuous monitoring; and (iv) system development life cycle activities. Security assessments: (i) ensure that information security is built into organizational information systems; (ii) identify weaknesses and deficiencies early in the development process; (iii) provide essential information needed to make risk-based decisions as part of security authorization processes; and (iv) ensure compliance to vulnerability mitigation procedures. Assessments are conducted on the implemented security controls from Appendix F (main catalog) and Appendix G (Program Management controls) as documented in System Security Plans and Information Security Program Plans. Organizations can use other types of assessment activities such as vulnerability scanning and system monitoring to maintain the security posture of information systems during the entire life cycle. Security assessment reports document assessment results in sufficient detail as deemed necessary by organizations, to determine the accuracy and completeness of the reports and whether the security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. The FISMA requirement for assessing security controls at least annually does not require additional assessment activities to those activities already in place in organizational security authorization processes. Security assessment results are provided to the individuals or roles appropriate for the types of assessments being conducted. For example, assessments conducted in support of security authorization decisions are provided to authorizing officials or authorizing official designated representatives. To satisfy annual assessment requirements, organizations can use assessment results from the following sources: (i) initial or ongoing information system authorizations; (ii) continuous monitoring; or (iii) system development life cycle activities. Organizations ensure that security assessment results are current, relevant to the determination of security control effectiveness, and obtained with the appropriate level of assessor independence. Existing security control assessment results can be reused to the extent that the results are still valid and can also be supplemented with additional assessments as needed. Subsequent to initial authorizations and in accordance with OMB policy, organizations assess security controls during continuous monitoring. Organizations establish the frequency for ongoing security control assessments in accordance with organizational continuous monitoring strategies. Information Assurance Vulnerability Alerts provide useful examples of vulnerability mitigation procedures. External audits (e.g., audits by external entities such as regulatory agencies) are outside the scope of this control. Related controls: CA-5, CA-6, CA-7, PM-9, RA-5, SA-11, SA-12, SI-4.

Control Number	CA-3
Title	System Interconnections
DHCS Requirement	The organization must: a. Authorizes connections from the information system to other information systems through the use of Interconnection Security Agreements; b. Documents, for each interconnection, the interface characteristics, security requirements, and the nature of the information communicated; and c. Reviews and updates Interconnection Security Agreements [Assignment: organization-defined frequency].
Supplemental Guidance (from NIST 800-53)	This control applies to dedicated connections between information systems (i.e., system interconnections) and does not apply to transitory, user-controlled connections such as email and website browsing. Organizations carefully consider the risks that may be introduced when information systems are connected to other systems with different security requirements and security controls, both within organizations and external to organizations. Authorizing officials determine the risk associated with information system connections and the appropriate controls employed. If interconnecting systems have the same authorizing official, organizations do not need to develop Interconnection Security Agreements. Instead, organizations can describe the interface characteristics between those interconnecting systems in their respective security plans. If interconnecting systems have different authorizing officials within the same organization, organizations can either develop Interconnection Security Agreements or describe the interface characteristics between systems in the security plans for the respective systems. Organizations may also incorporate Interconnection Security Agreement information into formal contracts, especially for interconnections established between federal agencies and nonfederal (i.e., private sector) organizations. Risk considerations also include information systems sharing the same networks. For certain technologies (e.g., space, unmanned aerial vehicles, and medical devices), there may be specialized connections in place during preoperational testing. Such connections may require Interconnection Security Agreements and be subject to additional security controls. Related controls: AC-3, AC-4, AC-20, AU-2, AU-12, AU-16, CA-7, IA-3, SA-9, SC-7, SI-4.
Control Number	CA-7
Title	Continuous Monitoring
DHCS Requirement	The organization must develop a continuous monitoring strategy and implement a continuous monitoring program that includes: a. Establishment of Medi-Cal PII security controls to be monitored; c. Ongoing security control assessments in accordance with the organizational continuous monitoring strategy; d. Ongoing security status monitoring of Medi-Cal PII security controls in accordance with the organizational continuous monitoring strategy; e. Correlation and analysis of security-related information generated by assessments and monitoring; f. Response actions to address results of the analysis of security-related information; and g. Reporting the security status of organization and the information system to organization-defined personnel or roles and to DHCS when requested.
Supplemental Guidance (from NIST 800-53)	Continuous monitoring programs facilitate ongoing awareness of threats, vulnerabilities, and information security to support organizational risk management decisions. The terms continuous and ongoing imply that organizations assess/analyze security controls and information security-related risks at a frequency sufficient to support organizational risk-based decisions. The results of continuous monitoring programs generate appropriate risk response actions by organizations. Continuous monitoring programs also allow organizations to maintain the security authorizations of information systems and common controls over time in highly dynamic environments of operation with changing mission/business needs, threats, vulnerabilities, and technologies. Having access to security-related information on a continuing basis through reports/dashboards gives organizational officials the capability to make more effective and timely risk management decisions, including ongoing security authorization decisions. Automation supports more frequent updates to security authorization packages, hardware/software/firmware inventories, and other system information. Effectiveness is further enhanced when continuous monitoring outputs are formatted to provide information that is specific, measurable, actionable, relevant, and timely. Continuous monitoring activities are scaled in accordance with the security categories of information systems. Related controls: CA-2, CA-5, CA-6, CM-3, CM-4, PM-6, PM-9, RA-5, SA-11, SA-12, SI-2, SI-4.

Control Number	CA-8
Title	Penetration Testing
DHCS Requirement	The organization must conduct penetration testing annually on systems storing, processing, or transmitting Medi-Cal PII.
Supplemental	Penetration testing is a specialized type of assessment conducted on information systems or
Guidance (from NIST 800-53)	individual system components to identify vulnerabilities that could be exploited by adversaries. Such testing can be used to either validate vulnerabilities or determine the degree of resistance organizational information systems have to adversaries within a set of specified constraints (e.g., time, resources, and/or skills). Penetration testing attempts to duplicate the actions of adversaries in carrying out hostile cyber-attacks against organizations and provides a more in-depth analysis of security-related weaknesses/deficiencies. Organizations can also use the results of vulnerability analyses to support penetration testing activities. Penetration testing can be conducted on the hardware, software, or firmware components of an information system and can exercise both physical and technical security controls. A standard method for penetration testing includes, for example: (i) pretest analysis based on full knowledge of the target system; (ii) pretest identification of potential vulnerabilities based on pretest analysis; and (iii) testing designed to determine exploitability of identified vulnerabilities. All parties agree to the rules of engagement before the commencement of penetration testing scenarios. Organizations correlate the penetration testing rules of engagement with the tools, techniques, and procedures that are anticipated to be employed by adversaries carrying out attacks. Organizational risk assessments guide decisions on the level of independence required for personnel conducting penetration testing. Related control: SA-12.

15. System and Communications Protection (SC)

Control Number	SC-7
Title	Boundary Protection
DHCS Requirement	The organization information system must: a. Monitor and control communications at the external boundary of the system and at key internal boundaries within the system; b. Implements subnetworks for publicly accessible system components that are physically and logically separated from internal organizational networks; and c. Connect to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.
Supplemental Guidance (from NIST 800-53)	Managed interfaces include, for example, gateways, routers, firewalls, guards, network-based malicious code analysis and virtualization systems, or encrypted tunnels implemented within a security architecture (e.g., routers protecting firewalls or application gateways residing on
	protected subnetworks). Subnetworks that are physically or logically separated from internal networks are referred to as demilitarized zones or DMZs. Restricting or prohibiting interfaces within organizational information systems includes, for example, restricting external web traffic to designated web servers within managed interfaces and prohibiting external traffic that appears to be spoofing internal addresses. Organizations consider the shared nature of commercial telecommunications services in the implementation of security controls associated with the use of such services. Commercial telecommunications services are commonly based on network components and consolidated management systems shared by all attached commercial customers, and may also include third party-provided access lines and other service elements. Such transmission services may represent sources of increased risk despite contract security provisions. Related controls: AC-4, AC-17, CA-3, CM-7, CP-8, IR-4, RA-3, SC-5, SC-13.
Control Number	**SC-8**
Title	Transmission Confidentiality and Integrity
DHCS Requirement	The organization information system must: Protect the confidentiality of transmitted information.
Supplemental Guidance (from NIST 800-53)	This control applies to both internal and external networks and all types of information system components from which information can be transmitted (e.g., servers, mobile devices, notebook computers, printers, copiers, scanners, facsimile machines). Communication paths outside the physical protection of a controlled boundary are exposed to the possibility of interception and modification. Protecting the confidentiality and/or integrity of organizational information can be accomplished by physical means (e.g., by employing protected distribution systems) or by logical means (e.g., employing encryption techniques). Organizations relying on commercial providers offering transmission services as commodity services rather than as fully dedicated services (i.e., services which can be highly specialized to individual customer needs), may find it difficult to obtain the necessary assurances regarding the implementation of needed security controls for transmission confidentiality/integrity. In such situations, organizations determine what types of confidentiality/integrity services are available in standard, commercial telecommunication service packages. If it is infeasible or impractical to obtain the necessary security controls and assurances of control effectiveness through appropriate contracting vehicles, organizations implement appropriate compensating security controls or explicitly accept the additional risk. Related controls: AC-17, PE-4.

Control Number	SC-8(1)
Title	Transmission Confidentiality and Integrity | Cryptographic or Alternate Physical Protection
DHCS Requirement	The organization information system must implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission.
Supplemental Guidance (from NIST 800-53)	Encrypting information for transmission protects information from unauthorized disclosure and modification. Cryptographic mechanisms implemented to protect information integrity include, for example, cryptographic hash functions which have common application in digital signatures, checksums, and message authentication codes. Alternative physical security safeguards include, for example, protected distribution systems. Related control: SC-13.
Control Number	SC-13
Title	Cryptographic Protection
DHCS Requirement	The organization information system must implement FIPS 140-3 compliant encryption modules in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, and standards.
Supplemental Guidance (from NIST 800-53)	Cryptography can be employed to support a variety of security solutions including, for example, the protection of classified and Controlled Unclassified Information, the provision of digital signatures, and the enforcement of information separation when authorized individuals have the necessary clearances for such information but lack the necessary formal access approvals. Cryptography can also be used to support random number generation and hash generation. Generally applicable cryptographic standards include FIPS-validated cryptography and NSA-approved cryptography. This control does not impose any requirements on organizations to use cryptography. However, if cryptography is required based on the selection of other security controls, organizations define each type of cryptographic use and the type of cryptography required (e.g., protection of classified information: NSA-approved cryptography; provision of digital signatures: FIPS-validated cryptography). Related controls: AC-2, AC-3, AC-7, AC-17, AC-18, AU-9, AU-10, CM-11, CP-9, IA-3, IA-7, MA-4, MP-2, MP-4, MP-5, SA-4, SC-8, SC-12, SC-28, SI-7.
Control Number	SC-28
Title	Protection of Information at Rest
DHCS Requirement	The organization information system must: Protect the confidentiality of Medi-Cal PII at rest.
Supplemental Guidance (from NIST 800-53)	This control addresses the confidentiality and integrity of information at rest and covers user information and system information. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. Organizations may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. Organizations may also employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest. Related controls: AC-3, AC-6, CA-7, CM-3, CM-5, CM-6, PE-3, SC-8, SC-13, SI-3, SI-7.

16. System and Information Integrity (SI)

Control Number	SI-2
Title	Flaw Remediation
DHCS Requirement	The organization must: a. Identify, report, and correct information system flaws; b. Tests software and firmware updates related to flaw remediation for effectiveness and potential side effects before installation; c. Installs security-relevant software and firmware updates, within acceptable organization standards, of the release of the updates; and d. Incorporates flaw remediation into the organizational configuration management process.
Supplemental Guidance (from NIST 800-53)	Organizations identify information systems affected by announced software flaws including potential vulnerabilities resulting from those flaws, and report this information to designated organizational personnel with information security responsibilities. Security-relevant software updates include, for example, patches, service packs, hot fixes, and anti-virus signatures. Organizations also address flaws discovered during security assessments, continuous monitoring, incident response activities, and system error handling. Organizations take advantage of available resources such as the Common Weakness Enumeration (CWE) or Common Vulnerabilities and Exposures (CVE) databases in remediating flaws discovered in organizational information systems. By incorporating flaw remediation into ongoing configuration management processes, required/anticipated remediation actions can be tracked and verified. Flaw remediation actions that can be tracked and verified include, for example, determining whether organizations follow US-CERT guidance and Information Assurance Vulnerability Alerts. Organization-defined time periods for updating security-relevant software and firmware may vary based on a variety of factors including, for example, the security category of the information system or the criticality of the update (i.e., severity of the vulnerability related to the discovered flaw). Some types of flaw remediation may require more testing than other types. Organizations determine the degree and type of testing needed for the specific type of flaw remediation activity under consideration and also the types of changes that are to be configuration-managed. In some situations, organizations may determine that the testing of software and/or firmware updates is not necessary or practical, for example, when implementing simple anti-virus signature updates. Organizations may also consider in testing decisions, whether security-relevant software or firmware updates are obtained from authorized sources with appropriate digital signatures. Related controls: CA-2, CA-7, CM-3, CM-5, CM-8, MA-2, IR-4, RA-5, SA-10, SA-11, SI-11.
Control Number	SI-3
Title	Malicious Code Protection
DHCS Requirement	The organization must: a. Employ malicious code protection mechanisms at information system entry and exit points to detect and eradicate malicious code; b. Update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures; c. Configure malicious code protection mechanisms to: 1. Perform periodic scans of the information system and real-time scans of files from external sources at the endpoint and network entry/exit points as the files are downloaded, opened, or executed in accordance with organizational security policy; and 2. Block malicious code or quarantine malicious code, and send alert to administrator for incident handling in response to malicious code detection; and d. Address the receipt of false positives during malicious code detection and eradication and the resulting potential impact on the availability of the information system
Supplemental Guidance (from NIST 800-53)	Information system entry and exit points include, for example, firewalls, electronic mail servers, web servers, proxy servers, remote-access servers, workstations, notebook computers, and mobile devices. Malicious code includes, for example, viruses, worms, Trojan horses, and spyware. Malicious code can also be encoded in various formats (e.g., UUENCODE, Unicode), contained within compressed or hidden files, or hidden in files using steganography. Malicious code can be transported by different means including, for example, web accesses, electronic mail, electronic mail attachments, and portable storage devices. Malicious code insertions occur through the exploitation of information system vulnerabilities. Malicious code protection mechanisms include, for example, anti-virus signature definitions and reputation-based technologies. A variety of technologies and methods exist to limit or eliminate the effects of malicious code. Pervasive configuration management and comprehensive software integrity controls may be effective in preventing execution of unauthorized code. In addition to commercial off-the-shelf software, malicious code may also be present in custom-built software. This could include, for example, logic bombs, back doors, and other types of cyber attacks that could affect organizational missions/business functions. Traditional malicious code protection mechanisms cannot always detect such code. In these situations, organizations rely instead on other safeguards including, for example, secure coding practices, configuration management and control, trusted procurement processes, and monitoring practices to help ensure that software does not perform functions other than the functions intended. Organizations may determine that in response to the detection of malicious code, different actions may be warranted. For example, organizations can define actions in response to malicious code detection during periodic scans, actions in response to detection of malicious downloads, and/or actions in response to detection of maliciousness when attempting to open or execute files. Related controls: CM-3, MP-2, SA-4, SA-8, SA-12, SA-13, SC-7, SC-26, SC-44, SI-2, SI-4, SI-7.

Control Number	SI-4
Title	Information System Monitoring
DHCS Requirement	The organization must: a. Monitor the information system to detect: 1. Attacks and indicators of potential attacks in accordance with organization-defined monitoring objectives; and 2. Unauthorized local, network, and remote connections; b. Identify unauthorized use of the information system through organization-defined techniques and methods; c. Deploy monitoring devices: 1. Strategically within the information system to collect organization-determined essential information; and 2. At ad hoc locations within the system to track specific types of transactions of interest to the organization; d. Protect information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion; e. Heighten the level of information system monitoring activity whenever there is an indication of increased risk to organizational operations and assets, individuals, other organizations, or the Nation based on law enforcement information, intelligence information, or other credible sources of information; Relevant risk would apply to anything impacting the confidentiality integrity or availability of the information system. f. Obtain legal opinion with regard to information system monitoring activities in accordance with applicable federal laws, Executive Orders, directives, policies, or regulations; and g. Provides organization-defined information system monitoring information to organization-defined personnel and DHCS as needed.
Supplemental Guidance (from NIST 800-53)	Information system monitoring includes external and internal monitoring. External monitoring includes the observation of events occurring at the information system boundary (i.e., part of perimeter defense and boundary protection). Internal monitoring includes the observation of events occurring within the information system. Organizations can monitor information systems, for example, by observing audit activities in real time or by observing other system aspects such as access patterns, characteristics of access, and other actions. The monitoring objectives may guide determination of the events. Information system monitoring capability is achieved through a variety of tools and techniques (e.g., intrusion detection systems, intrusion prevention systems, malicious code protection software, scanning tools, audit record monitoring software, network monitoring software). Strategic locations for monitoring devices include, for example, selected perimeter locations and near server farms supporting critical applications, with such devices typically being employed at the managed interfaces associated with controls SC-7 and AC-17. Einstein network monitoring devices from the Department of Homeland Security can also be included as monitoring devices. The granularity of monitoring information collected is based on organizational monitoring objectives and the capability of information systems to support such objectives. Specific types of transactions of interest include, for example, Hyper Text Transfer Protocol (HTTP) traffic that bypasses HTTP proxies. Information system monitoring is an integral part of organizational continuous monitoring and incident response programs. Output from system monitoring serves as input to continuous monitoring and incident response programs. A network connection is any connection with a device that communicates through a network (e.g., local area network, Internet). A remote connection is any connection with a device communicating through an external network (e.g., the Internet). Local, network, and remote connections can be either wired or wireless. Related controls: AC-3, AC-4, AC-8, AC-17, AU-2, AU-6, AU-7, AU-9, AU-12, CA-7, IR-4, PE-3, RA-5, SC-7, SC-26, SC-35, SI-3, SI-7.

Control Number	SI-4(5)
Title	Information System Monitoring | System Generated Alerts
DHCS Requirement	The information system alerts County Worker when the following indications of compromise or potential compromise occur 1. Protected system files or directories have been modified without notification from the appropriate change/configuration management channels. 2. System performance indicates resource consumption that is inconsistent with expected operating conditions. 3. Auditing functionality has been disabled or modified to reduce audit visibility. 4. Audit or log records have been deleted or modified without explanation. 5. The system is raising alerts or faults in a manner that indicates the presence of an abnormal condition. 6. Resource or service requests are initiated from clients that are outside of the expected client membership set. 7. The system reports failed logins or password changes for administrative or key service accounts. 8. Processes and services are running that are outside of the baseline system profile. 9. Utilities, tools, or scripts have been saved or installed on production systems without clear indication of their use or purpose.
Supplemental Guidance (from NIST 800-53)	Alerts may be generated from a variety of sources, including, for example, audit records or inputs from malicious code protection mechanisms, intrusion detection or prevention mechanisms, or boundary protection devices such as firewalls, gateways, and routers. Alerts can be transmitted, for example, telephonically, by electronic mail messages, or by text messaging. Organizational personnel on the notification list can include, for example, system administrators, mission/business owners, system owners, or information system security officers. Related controls: AU-5, PE-6.
Control Number	SI-4(13)
Title	Information System Monitoring | Analyze Traffic / Event Patterns
DHCS Requirement	The organization must: a. Analyzes communications traffic/event patterns for the information system; b. Develops profiles representing common traffic patterns and/or events; and c. Uses the traffic/event profiles in tuning system-monitoring devices to reduce the number of false positives and the number of false negatives.
Supplemental Guidance (from NIST 800-53)	None

17. System and Services Acquisition (SA)

Control Number	**SA-9**
Title	External Information System Services
DHCS Requirement	The organization must: a. Require that providers of external information system services comply with organizational information security requirements and employ organization-defined security controls in accordance with DHCS PSA, applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance; b. Defines and documents government oversight and user roles and responsibilities with regard to external information system services; and c. Employs organization-defined processes, methods, and techniques to monitor security control compliance by external service providers on an ongoing basis. *The state organization will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of Medi-Cal PII to such contractors and agents. Prior to signing the Agreement, and thereafter at DHCS's request, the state organization will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to Medi-Cal PII and provide such lists to DHCS.*
Supplemental Guidance (from NIST 800-53)	External information system services are services that are implemented outside of the authorization boundaries of organizational information systems. This includes services that are used by, but not a part of, organizational information systems. FISMA and OMB policy require that organizations using external service providers that are processing, storing, or transmitting federal information or operating information systems on behalf of the federal government ensure that such providers meet the same security requirements that federal agencies are required to meet. Organizations establish relationships with external service providers in a variety of ways including, for example, through joint ventures, business partnerships, contracts, interagency agreements, lines of business arrangements, licensing agreements, and supply chain exchanges. The responsibility for managing risks from the use of external information system services remains with authorizing officials. For services external to organizations, a chain of trust requires that organizations establish and retain a level of confidence that each participating provider in the potentially complex consumer-provider relationship provides adequate protection for the services rendered. The extent and nature of this chain of trust varies based on the relationships between organizations and the external providers. Organizations document the basis for trust relationships so the relationships can be monitored over time. External information system services documentation includes government, service providers, end user security roles and responsibilities, and service-level agreements. Service-level agreements define expectations of performance for security controls, describe measurable outcomes, and identify remedies and response requirements for identified instances of noncompliance. Related controls: CA-3, IR-7, PS-7.

Control Number	SA-11
Title	Developer Security Testing And Evaluation
DHCS Requirement	The organization must require the developer of the information system, system component, or information system service to: a. Create and implement a security assessment plan; b. Perform [Selection (one or more): unit; integration; system; regression] testing/evaluation at [Assignment: organization-defined depth and coverage]; c. Produce evidence of the execution of the security assessment plan and the results of the security testing/evaluation; d. Implement a verifiable flaw remediation process; and e. Correct flaws identified during security testing/evaluation
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Developmental security testing/evaluation occurs at all post-design phases of the system development life cycle. Such testing/evaluation confirms that the required security controls are implemented correctly, operating as intended, enforcing the desired security policy, and meeting established security requirements. Security properties of information systems may be affected by the interconnection of system components or changes to those components. These interconnections or changes (e.g., upgrading or replacing applications and operating systems) may adversely affect previously implemented security controls. This control provides additional types of security testing/evaluation that developers can conduct to reduce or eliminate potential flaws. Testing custom software applications may require approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Developers can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Security assessment plans provide the specific activities that developers plan to carry out including the types of analyses, testing, evaluation, and reviews of software and firmware components, the degree of rigor to be applied, and the types of artifacts produced during those processes. The depth of security testing/evaluation refers to the rigor and level of detail associated with the assessment process (e.g., black box, gray box, or white box testing). The coverage of security testing/evaluation refers to the scope (i.e., number and type) of the artifacts included in the assessment process. Contracts specify the acceptance criteria for security assessment plans, flaw remediation processes, and the evidence that the plans/processes have been diligently applied. Methods for reviewing and protecting assessment plans, evidence, and documentation are commensurate with the security category or classification level of the information system. Contracts may specify documentation protection requirements. Related controls: CA-2, CM-4, SA-3, SA-4, SA-5, SI-2.

B. Minimum Cloud Security Requirements

County Department/Agency and any agents, subcontractors, and vendors storing Medi-Cal PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the County Department/Agency entity has ownership responsibility shall be inventoried and identified to include the following:
    a. Description and value of the information asset.
    b. Owner of the information asset.
    c. Custodians of the information asset.
    d. Users of the information asset.
    e. Classification of information.
    f. FIPS Publication 199 categorization and level of protection (Low, Moderate, or High).
    g. Importance of information assets to the execution of the Agency/state entity's mission and program function.
    h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.

3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, County Department/Agency shall establish processes and procedures to ensure:
    a. Maintenance of user identities, including both provisioning and de-provisioning;
    b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
    c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
    d. Separation of duties to avoid functional conflicts;
    e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
    f. Use of privileged accounts that can bypass security are restricted and audited;
    g. Systems to administer access based on roles are defined and installed; and
    h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.

4. Infrastructure protection controls limit the impact of unintended access or potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. County Department/Agency must configure information assets to provide only

essential capabilities.

5. County Department/Agency are entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. County Department/Agency must continuously identify and remediate vulnerabilities.
7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. County Department/Agency must ensure agreements with cloud service providers include recover controls.

C. ***Minimum Necessary.*** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

D. ***Transmission and Storage of Medi-Cal PII.*** All persons that will be working with Medi-Cal PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of Medi-Cal PII at rest and in motion unless County Department/Agency determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, County Department/Agency shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.

E. ***DHCS Remote Work Policy.*** County Department/Agency, its County Workers and any agents, subcontractors, and vendors accessing Medi-Cal PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the DHCS Remote Work Policy, as published in Medi-Cal Eligibility Division Informational Letter (MEDIL) | 23-35E. Working remotely means working from a physical location not under the control of the person's employer.

If DHCS changes the terms of the DHCS Remote to Work Policy, DHCS will, as soon as reasonably possible, supply copies to CWDA and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from

CWDA and the County Department/Agency or its designee on the proposed changes. DHCS will issue a new policy in a future MEDIL. If the County Department/Agency is unable to comply with these standards, the CWD will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any CWDA who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

VI. AUDIT CONTROLS

A. ***Audit Control Mechanisms.*** The County Department/Agency shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this Agreement..

B. ***Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

C. ***Notification to DHCS in event County Department/Agency is subject to other Audit.*** If County Department/Agency is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of law related to the privacy and security of PII, including but not limited to Medi-Cal PII, the County Department/Agency shall promptly notify DHCS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

A. ***Supervision of Data.*** Medi-Cal PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.

B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

C. ***Public Modes of Transportation.*** Medi-Cal PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

D. ***Escorting Visitors.*** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.

E. ***Confidential Destruction.*** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. ***Removal of Data.*** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.

G. ***Faxing.***

1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.

2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. ***Mailing.***

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. ***Initial Notice to DHCS:***
The County Department/Agency shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the County Department/Agency shall notify DHCS promptly and in no event later than one working day of discovery of:

    a. Unsecured Medi-Cal PII if the Medi-Cal PII is reasonably believed to have been accessed or acquired by an unauthorized person;
    b. Any suspected security incident which risks unauthorized access to Medi-Cal PII and/or;
    c. Any intrusion or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement; or
    d. Potential loss of Medi-Cal PII affecting this Agreement.

Notice to DHCS shall include all information known at the time the incident is reported. The County Department/Agency can submit notice via the DHCS incident reporting portal which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report (PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The County Department/Agency shall use the most current version of the PIR, which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf.

If the County Department/Agency is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

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

B. ***Investigation of Security Incident or Breach.*** The County Department/Agency shall immediately investigate such a security incident, breach, or unauthorized use of Medi-Cal PII.

C. ***Complete Report.*** Within ten (10) working days of the discovery the County Department/Agency shall provide any additional information related to the incident requested by DHCS. The County Department/Agency shall make reasonable efforts to provide DHCS with such information.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan (CAP) including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

D. ***Notification of Individuals.*** If the cause of a breach is solely attributable to County Department/Agency or its agents, County Department/Agency shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the County Department/Agency shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and state law.

If the cause of a breach is solely attributable to DHCS, DHCS shall pay all costs of such notifications as well as any costs associated with the breach. If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach or DHCS and the County Department/Agency acknowledge that both are responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs.

1. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section

1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

E. ***Responsibility for Reporting of Breaches***

1. ***Breach Attributable to County Department/Agency.*** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors, or vendors, the County Department/Agency shall be responsible for all required reporting of the breach.

2. ***Breach Attributable to DHCS.*** If the cause of the breach is attributable to DHCS, DHCS shall be responsible for all required reporting of the breach.

F. ***Coordination of Reporting.*** When applicable law requires the breach be reported to a federal or state agency, or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

G. ***Submission of Sample Notification to Attorney General:*** If the cause of the breach is attributable to the County Department/Agency or an agent, subcontractor, or vendor of the County Department/Agency and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether County Department/Agency is considered only a custodian and/or non-owner of the Medi-Cal PII, County Department/Agency shall, at its sole expense and at the sole election of DHCS, either:

1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). County Department/Agency shall inform the DHCS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

2. Cooperate with and assist DHCS in its submission of a sample copy of the notification to the Attorney General.

H. ***DHCS Contact Information.*** The County Department/Agency shall utilize the below contact information to direct all communication/notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County

Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

DHCS Breach and Security Incident Reporting
Privacy Officer c/o Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646 *The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.*

IX. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

PSA Inquires and Questions
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Email: countypsa@dhcs.ca.gov

X. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CalHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which

are incorporated into this Agreement within section V. Technical Security Controls and Exhibit A (available upon request).
If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date,, the County Department/Agency will be asked to develop a POA&M detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to the CWDA and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once

a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, the POA&M must be provided to DHCS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section IX of this Agreement.

XII. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a POA&M with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such changes. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This Agreement shall terminate on September 1, 2028, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement. County Department/Agency's requests for an extension shall be approved by DHCS and limited to no more than a six (6) month extension.

A. ***Survival:*** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the

violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2024.

For the County of Mariposa,

Department/Agency of Health and Human Services Agency,

(Signature)	(Date)
(Name)	(Title)

For the Department of Health Care Services,

(Signature)	(Date)
Sarah Crow	Medi-Cal Eligibility Division Chief
(Name)	(Title)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

EXHIBIT C

Exhibit C consists of the current version of the SIMM-5300-A, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement. The SIMM-5300-A can be used as guidance for implementing security controls found in NIST SP 800-53.

Adobe Pro Digital ID-Electronic Signature Instructions

Follow these steps to create a secure digital signature in Acrobat Sign.

1. Open and click.

Open the attached 2019 DHCS Privacy and Security (PSA) Extension Amendment and click in the applicable signature field to review and sign.

2. Click the prompt in the document.

3. Choose your signature source and name.

Sign documents with a cloud signature by selecting the name of your digital ID certificate provider. If you don't have a certificate, sign up with one listed on the Adobe Approved Trust List.

4. Sign in and apply your digital signature.

Sign in to your digital ID provider and select your digital ID. Click Next to apply the signature to the document.

5. Preview your signature.

Click Edit Signature to sign with your mouse or touch screen, or upload an image of your signature. Then click OK.

6. Authenticate your signature.

Select Click to Sign. Enter your digital ID provider's PIN and one-time passcode to authenticate your digital signature. Once you've authenticated, Acrobat Sign will automatically send you and the sender the final signed document.

7. Signatures must include a time/date stamp. See example below. Please ensure the signature is valid.

Example:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-449

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Second Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to the Addition of CLEAR; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to the Addition of CLEAR; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti has implemented its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system. To further expand its existing capability, Binti and HHSA request the addition of the CLEAR module to the current portfolio of services offered in the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current amendment to Binti, Inc. on August 15, 2023, through Resolution No. 2023-462.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to authorize this amendment and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Binti, Inc. 2025 (A02)-CLEAR**
2. **Binti, Inc. 2023 (A01) - Binti, Family Finding - Res. 2023-462-EXECUTED**
3. **Binti, Inc. 2022-2024 EXECUTED**

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
EXCUSED:	District II Supervisor Shannon Poe

Second Amendment

This Second Amendment to the MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("Second Amendment") is entered into and made effective as of April 1, 2024"Effective Date") by and between Binti, Inc. ("Binti") and Mariposa County ("Client").

WHEREAS, Client and Binti are parties to: (i) that certain MASTER SUBSCRIPTION AND SERVICES AGREEMENT dated on or about September 15, 2021 ("Agreement"), as amended by the First Amendment to the Agreement dated August 16, 2023; and,

WHEREAS, the parties wish to amend and restate the Agreement in its entirety as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **Amendment and Restatement**. The parties agree that the Agreement is fully amended and restated in its entirety as set forth in Exhibit A attached hereto and incorporated herein by reference. The Agreement, as amended and restated, shall be referred to as the Amended and Restated Agreement.

2. **Miscellaneous.** This Second Amendment may for convenience, be signed in any number of counterparts, PDFs or facsimile copies with the same effect as if the signature to each such counterpart, PDF or facsimile copy were upon a single instrument. Signatures transmitted electronically by the parties (i.e., via e-mailed PDF) shall be effective to bind the parties. If any provision of this Second Amendment is ever held to be illegal, invalid, void or unenforceable, then such term shall be deemed removed from this Second Amendment, and the remaining provisions of this Second Amendment shall remain in full force and effect. In the event of any conflict between any provision of the Agreement and this Second Amendment, this Second Amendment shall control. The parties acknowledge and agree that the Agreement, as amended by this Second Amendment, constitutes the entire agreement between the parties and there are no other oral or written agreements between the parties with respect thereto. The Agreement, as amended by this Second Amendment, may not be modified except by a writing signed by each of the parties hereto. Except as modified by this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the Effective Date by their duly authorized representatives.

BINTI, INC.	**CLIENT**
By: _____	By: _____
Print Name: Jamie Gray_____	Print Name: _____
Title: Assistant Secretary_____	Title: _____
Date: _____	Date: _____

Exhibit A

Order Form #3
Binti, Inc.
1111 Broadway Suite 300
Oakland, CA 94607

Order Form for:	Date Provided	Valid until
Mariposa County	9/17/24	10/31/2024

Licensed Modules, Professional Services, and Fees

Licensed Module	**Fees**
Family Finding Licensed Module 4/1/2024 - 3/31/2025	$11,400.00
Estimated 1,287 Searches from Thomson Reuter CLEAR 10/1/2024 - 3/31/2025 at $185/month	$1,100.00
Total Amount	**$12,500.00**

Order Start Date: April 1, 2024
Billing Frequency: The Fees for the Initial Term shall be invoiced in advance for the Initial Term. The Fees for any Renewal Term shall be invoiced in advance of any Renewal Term.

Payment Terms: Net 30 from issuance of invoice.

Payment Method: Manual Invoice

Term: The Initial Term will commence on the Order Start Date and continue for a period of 12 months ("Initial Term"). Thereafter, the Agreement will automatically renew for additional consecutive terms of 12 months (each, a "Renewal Term," together with the Initial Term, the "Term"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement. Initial Term pricing discounts and incentives do not apply to any Renewal Term and pricing will be in accordance with then-current fees.

This Order Form is subject to the manually or electronically signed Master Subscription and Services Agreement between the parties ("Agreement"), the Family Finding Addendum attached hereto as Addendum 1, and Binti's standard Terms of Services found at https://binti.com/terms/ (for Client and Client's end users). Any and all terms and conditions (preprinted or otherwise and regardless of how referenced) found in any Client purchase orders, vendor registration forms or portals or similar documents shall be void and of no effect, unless otherwise set forth in

this Order Form. Additional products or subscriptions added during the Term and future renewals will be subject to the same Agreement, unless modified in writing.

BINTI, INC.	**CLIENT**
By: _____	By: _____
Print Name: Jamie Gray_____	Print Name: _____
Title: _Assistant Secretary_____	Title: _____
Date: _____	Date: _____

Addendum 1

Family Finding Terms and Conditions

These Family Finding Terms and Conditions ("Family Finding Terms") apply to Client's use of the Family Finding Module. Where there is a conflict between them and the MSSA and the Family Finding Terms, these Family Finding Terms shall control.

1. **Fees, Searches**. The fees for Client's use of the Family Finding Module are as set forth in the Order Form ("Search Fees"). Where Client purchased under an applicable Order Form the ability to leverage the Integrated Search functionality of the Family Finding Module, such functionality shall be made available to Client on a transaction basis, as agreed to be the parties in such Order Form.
    a. **Transaction Model**. Where Client purchases Searches on a transaction-by-transaction basis ("Transaction Model"), the fees will be calculated using the number of Searches to be used by Client and the type of Searches to be used by Client. The total fees Client is permitted to incur with respect to the Searches estimated in the Order Form shall be referred to as the "Search Fee Cap."
    b. **Search**. A "Search" is a query (executed via an API call between Binti and Thomson Reuter CLEAR, which is initiated by Client's end users) conducted by a Client via the Integrated Solution which yields information about a person using Thomson Reuter CLEAR's API in the form of a record. Each individual record that is accessed qualifies as a Search. There are five different types of Searches available for use via the Integrated Search functionality: Person Search, Person Report, Person Report with Associates, Person Report with Web Analytics Add On, and Person Report with Real Time Incarceration Records Add On. When a user conducts a comprehensive search in Binti, it automatically conducts the latter four of the Search types referenced in the previous sentence, so transaction costs associated with all will be incurred and the Search will qualify as four transactions..
    c. **Search Limits**. The Search Fee Cap for the Transaction Model will reflect a blended fee that assumes a certain number of each Search type that will be used by Client. Each Search type carries a different individual rate. By way of example: Thomson Reuter CLEAR provides pricing that provides for Person Searches that cost $1 and Person Report with Associates that cost $2. Client estimated to Binti that it would use 100 Person Searches and 50 Person Report with Associates Searches. Using this estimate, the Order Form would reflect a Search Fee Cap of $200 for an estimated 150 Searches. If Client uses 150 Person Searches and 25 Person Search with Associates (175 searches at a total cost of $200), the Search number would not control; the Search Fee Cap would control, so the 150 estimate would not be the limiting factor. Client may switch from the Seat Model to the Transaction Model, or vice versa, within the Term of their Agreement, provided that the Fees associated with the then current Order Form do not decrease.
    d. **Current Thomson Reuter CLEAR Customers**. If Client is a current Thomson Reuter CLEAR customer at the time of execution of the Order Form and purchased the Family Finding Module with access to the Integrated Search functionality, Client's ability to conduct Searches (and the cost associated therewith) will be as set forth in your existing agreement with Thomson Reuter CLEAR for the remainder of your then-current term.
    e. **Fee Increases**. Following the Initial Term, Thomson Reuter CLEAR in its sole discretion may increase the Search Fees annually at each twelve (12) month anniversary of the Effective Date

during the Term in an amount not to exceed 8% more than the fees payable during the immediately preceding twelve (12) months period to adjust for inflation.

2. **Overage**. Binti will regularly report to Client how many Searches Client has incurred. When Client reaches the Search Fee Cap associated with their purchase of Searches ("Search Cap"), they will be required to purchase additional Searches (“Overage Searches”) in order to continue using the Integrated Search functionality. If no additional Searches are purchased, Client will not be entitled to use the Integrated Search functionality.
    a. **Overage Fees**. Where Client notifies Binti in writing (with email being sufficient) that it wants to purchase Overage Searches at least thirty (30) days from the date on which it is estimated to reach its Search Cap, such Overage Searches will receive the same pricing discount, if any, as applicable to Searches purchased in the then current Order Form, plus any then current year over year cost increases implemented by Thomson Reuter CLEAR. By way of example: if Client purchased 2000 Searches in November for use over a two-year term, is receiving a 50% discount on Searches, and is estimated to reach the Search Cap on October 1 of Year 1, it must notify Binti no later than September 1 of its desire to purchase additional Searches. Such Searches will be quoted to Client at the same 50% discount (regardless of the number of Searches being purchased), plus the year over year percentage increase being charged by West at that time that would apply on the November 1 date (for reference, the current fee increase is 5% for multi-year terms and 8% for one year terms).
    b. If Client notifies Binti of the intent to purchase Overage Searches less than thirty (30) days before the date it is estimated to reach its Search Cap, then Thomson Reuter CLEAR’s then-current non-discounted Search pricing from Thomson Reuter CLEAR will apply. Client agrees to pay to Binti any fees associated with Overage Charges in full.

3. **Transaction Model Terms**. Client understands and agrees that the number of Searches provided for in the Order Form is an estimate that corresponds to the Searches that will be permitted under the Search Fee Cap. The Search Fee Cap is calculated using the number of each type of Search that Client estimated to Binti that it would use. If Client uses more or less of any type of Search and that usage would exceed the Search Fee Cap, the Search Fee Cap will operate to limit the ability to conduct Searches, even if the number of estimated Searches provided for in the Order Form has not yet been reached. Client’s use of the Transaction Model shall comply with Thomson Reuter CLEAR’s terms of services and applicable law.

4. **Third Party Technology and Consents**. Client understands and agrees that the Family Finding Module incorporates third party technology, including that of Thomson Reuter CLEAR, West and/or Thomson Reuters. Binti expressly disclaims all warranties associated with such third party technology and services, including without limitation, any service level agreements, any performance in accordance with specifications, quality of any such data resulting, and/or any availability requirements. Client agrees that any claims with respect to the availability or performance of the Search functionality and/or the quality, accuracy and/or reliability of the data received by Clients therefrom (e.g., records provided pursuant to Search queries) shall be asserted directly against Thomson Reuter CLEAR and not Binti. Client further agrees that Binti may receive from West Client’s Search transaction related information (i.e. number of Searches conducted and types of Searches conducted) for the purposes of allowing Binti to report to Client its usage rates.

5. **Credentialing**. Client understands and agrees that its ability to use the Integrated Search functionality and leverage Thomson Reuter CLEAR’s services will be contingent on Client (a) agreeing to Thomson Reuter CLEAR’s then-current terms of service and (b) being approved to use such services following Thomson

Reuter CLEAR's credentialing process. Client acknowledges that Binti is not involved in either process and that Client's failure to adhere to such terms and/or failure to pass the credentialing process, and Binti's resulting inability to allow Client to use the Integrated Search functionality, shall not be a breach or default by Binti under the Agreement and that no refund and/or terminations rights will be associated therewith. Client agrees that any claims with respect to the agreement between Thomson Reuter CLEAR and Client and/or the credentialing process will be asserted directly against Thomson Reuter CLEAR.

6. **Indemnity**. To the extent allowable under applicable law, Client agrees to defend, indemnify and hold harmless Binti from any losses, claims, damages, liabilities or costs (including reasonable attorneys' fees) associated with (a) Client's failure to pay Overage Charges; and/or (b) Client's breach of Thomson Reuter CLEAR's terms of services and/or applicable law.

7. **Product Specifications.** Binti will use commercially reasonable efforts to make the Family Finding Module available to Client in accordance with the following specifications:
The Family Finding Module will allow Client staff the ability to identify, contact and engage with a child's relatives and fictive kin in order to make informed placements and to build the largest support network possible for each child. The module will include access to the following features:

- **Create a Family Finding search** to track the start and end dates of Family Finding services for each case, which will allow Binti to report on the time spent on Family Finding
- **Assign multiple Family Finding Workers to a search** whether they are clerical staff or Family Finding specialists and social workers
- **View Family Finding Search Dashboard** of all cases, workers assigned, status of the search, open or closed, and their start and end dates.
- **Add a kin member's information** including ICWA information. Allow for access across the agency for collaboration and ability for any users to add relatives they learn about.
- **Manually track outreach made to kin** to keep track of who you called and still need to reach out to. Track notes on what was shared during those outreaches in a recorded contact.
- **Track relationships that you learn about** through the outreach, including capturing complex family relationships as well as non-related extended family member relationships.
- **Track kin's openness of support** including if kin are open to placement, respite, visits, transportation, monitoring and more
- **Easy to use dashboard** lets social workers see at a glance which kin have been reached out to, their relationship with the child, and their openness for various supports
- **Workflow Tracking:** Social workers can easily track all their family finding efforts in one place, documenting identified connections, outreach efforts, and the level of supportive engagement a relative or fictive kin is interested in
- **Seamless cross-functional collaboration** allows permissioned-access between primary case workers and family finding specialists so that any worker that identifies a kin member can enter the information and it can be easily seen by all other team members
- **Integrated Search** allow workers to search across various online databases and social media through Binti directly in order to identify a larger list of potential kin members
    - **Search specifications**: Each individual record that is accessed is counted as a Search. An example to offer clarity: if a Search is conducted on the mother of a child, and there are 11 results that come up, each report that is investigated to determine which report accurately represents the mother would count as an additional Search. Each individual Person Report with Associates, or "Comprehensive Report" as it is called in Binti, ran is also counted as a Search. The mother's comprehensive report would return social media information, risk flags, and relatives or associates who are tied to the mother.If the user were to click into each of the relatives' profiles, each look

into each relative would also count as a Search. Some address and phone number information on the relatives and associates can be found within the mother's comprehensive report, so if the user only views information in the comprehensive report, that would not incur an additional Search.

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-462

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti has implemented its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system. To further expand on its existing capability, Binti and HHSA request the addition of the Family Finding module to the current portfolio of services offered in the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with Binti on September 15, 2021 through Resolution No. 2021-520.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to authorize this amendment and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Binti Agreement 2022-2024 - Wsignatures - Res. 2021-520**
2. **Mariposa - Family Finding Presale Amendment**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe

DS
C-HHSA

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

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

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

Order Form #2

Binti, Inc.
1111 Broadway Suite 300
Oakland, CA 94612

Order Form for:	Date Provided	Valid until
Mariposa County	05/31/2023	07/31/2023

Licensed Modules, Professional Services, and Fees

Licensed Module	**Fees**
Family Finding Licensed Module + 1,250 searches	$ 12,500*
Total	$12,500

*If Client exceeds the number of searches provided for in this Order Form, Client will be required to purchase additional searches in increments of 1,000. Fees for each 1,000 increment shall be $2,000 ("Surplus Search Fees") and they may not be prorated on a per search basis. Binti will invoice Client for the Surplus Search Fees on the first date that Client exceeds 1,000 searches and payment shall be due in accordance with the terms below. All searches must be used in the twelve (12) month period following the Order Start Date and they will not roll over into the following annual period and/or any Renewal Terms.

Billing Frequency: The Fees for the Initial Term shall be invoiced in advance for the Initial Term. The Fees for any Renewal Term shall be invoiced in advance of any Renewal Term.

Payment Terms: Net 30 from issuance of invoice (which shall not be issued until the "Family Finding Start Date" (as defined herein below))

Payment Method: Manual Invoice

Term: The Initial Term will commence on the date that Binti provisions the first user license for the Family Finding Module to Client ("Family Finding Start Date") and continue for a period of 12 months from the Family Finding Start Date ("Initial Term"). Thereafter, the Agreement will automatically renew for additional consecutive terms of 12 months (each, a "Renewal Term," together with the Initial Term, the "Term"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement. Initial Term pricing discounts and incentives do not apply to any Renewal Term.

This Order Form is subject to the manually or electronically signed Master Subscription and Services Agreement between the parties ("Agreement"), as amended by the First Amendment (below), and Binti's

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

standard Terms of Services found at https://binti.com/terms/ (for Client and Client's end users). Any and all terms and conditions (preprinted or otherwise and regardless of how referenced) found in any Client purchase orders, vendor registration forms or portals or similar documents shall be void and of no effect, unless otherwise set forth in this Order Form. Additional products or subscriptions added during the Term and future renewals will be subject to the same Agreement, unless modified in writing.

First Amendment

This First Amendment to the MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("First Amendment") is entered into and made effective as of June __, 2023 ("Effective Date") by and between Binti, Inc. ("Binti") and Mariposa County ("Client").

WHEREAS, Client and Binti are parties to: (i) that certain MASTER SUBSCRIPTION AND SERVICES AGREEMENT dated on or about September 15th, 2021 ("Agreement"); and,

WHEREAS, Binti is developing a new Family Finding Licensed Module ("Family Finding") which will be made available to Client once ready for general release;

WHEREAS, Client desires to license Family Finding pursuant to Order Form #2 to the Agreement; and,

WHEREAS, the parties wish to modify the the Agreement in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **Definitions**. All capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the Agreement.

2. **Applicability**. The terms and conditions of this First Amendment apply to Family Finding. To the extent any terms and conditions of this First Amendment conflict with the terms of the Agreement, the terms and conditions of this First Amendment shall control with respect to Family Finding.

3. **Amendment**.

    a. Section 1(a) of the Agreement is hereby modified to read as follows:

    "Purpose. Binti has developed a Software-as-a-Service platform, as described at www.binti.com and as set forth in Exhibit C, Specifications attached hereto, which includes the individually licensable platform modules for Approvals, Case Management, Placements and Family Finding. Subject to the terms of this Agreement, Binti (i) grants Client access to the certain platform modules, as

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

indicated in the applicable Order Form(s) (the platform and modules will collectively be referred to as "Platform" and each module will be referred to as a "Licensed Module") and (ii) may provide certain professional services ("Professional Services"), as described in Exhibit B, Professional Services attached hereto.

b. The attached Exhibit C is hereby incorporated into the Agreement.

4. **Miscellaneous.** This First Amendment may for convenience, be signed in any number of counterparts, PDFs or facsimile copies with the same effect as if the signature to each such counterpart, PDF or facsimile copy were upon a single instrument. Signatures transmitted electronically by the parties (i.e., via e-mailed PDF) shall be effective to bind the parties. If any provision of this First Amendment is ever held to be illegal, invalid, void or unenforceable, then such term shall be deemed removed from this First Amendment, and the remaining provisions of this First Amendment shall remain in full force and effect. In the event of any conflict between any provision of the Agreement and this First Amendment, this First Amendment shall control. The parties acknowledge and agree that the Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties and there are no other oral or written agreements between the parties with respect thereto. The Agreement, as amended by this First Amendment, may not be modified except by a writing signed by each of the parties hereto. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date by their duly authorized representatives.

BINTI, INC.

By: DocuSigned by: Jamie Gray 981E98AA93544E9...

Print Name: Jamie Gray

Title: Assistant Secretary

Date: 8/16/2023 | 11:44 AM PDT

MARIPOSA COUNTY

By: DocuSigned by: Miles S Menetrey B43EC70C19BF446...

Print Name: Miles Menetrey

Title: Chair, Board of Supervisors

Date: 8/16/2023 | 10:29 AM PDT

Approved as to Legal Form:

DocuSigned by: Steve Dahlem F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

EXHIBIT C
SPECIFICATIONS

This Exhibit C defines the specifications of each Licensed Module and Binti's public Application Programing Interface ("API"). Only the Licensed Module(s) specified on the Order Form (usually Page 1 of the Agreement) of this document are licensed to the Client.

The Licensing Module includes the following:

A. Licensure and Relicensure Templates: The Applicant Portal and Client Staff Dashboard outlined in Sections B and C below consist of features for two templates (constituting a single "Track"): the initial foster parent application (before someone is licensed/approved for the first time) and the renewal application (for ongoing maintenance of an active foster parent license and re-licensure requirements). Each template consists of a unique set of forms (both applicant and agency worker forms) and training. Additional templates requested by Client may be developed at an additional fee, as set forth in an applicable Order Form, if any.

B. Applicant Portal: The Applicant Portal includes:
   a. Applicant form completion functionality ("Applicant Form"): Foster Family applicants will be able to complete specific application forms (up to 60 forms) required by Client. As an applicant completes an online form, their answers are mapped to the appropriate places on Client's PDFs
      i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that same question is asked
      ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
   b. Supporting document completion functionality ("Supporting Documentation"): Applicants can upload supporting documents required by Client, such as proof of identification, income verification, etc. All supporting documents can be configured to require an expiration date, which is then tracked on the Client staff dashboard
   c. Electronic Signatures ("BintiSign"): Both Applicants and Client Staff will be able to electronically sign forms and other indicated documents, including those that are to be signed by both parties (Applicant and Client Staff)
   d. Applicant Training Completion ("Training Tracking"): Applicants can watch embedded training and/or orientation information within the Applicant Portal, including the ability to complete a "quiz" or enter a passcode to confirm understanding before moving onto the next stage of the process
   e. References ("References") and other adults ("Other Adults"): Applicants can list other adults in the home and references' names and emails, and the software will email them to complete their portions of the process in Binti.
      i. Other Adults: Other Adults have their own Binti portal access in which they can complete the requirements specific to them, such as background check clearance forms or uploading proof of identification (this is specific to each agency).
      ii. References: References will be able to click the link from the automated email they receive and complete and e-sign an online reference form (the reference form itself is specific to each agency)
   f. Personal Information/Ethnicity: Within the Applicant Portal, Applicants can enter/update their personal information, such as ethnicity, tribal membership, and preferred language. While Client's

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

Applicant Forms or Agency Forms may also gather this information, this information is separately gathered in Binti.

g. Spanish Language Support: Hosting of the Applicant Portal in both English and Spanish, provided that Client provides Spanish-translated forms and documents for inclusion in the Applicant Portal. Provision of the Applicant Portal in additional languages (beyond English and Spanish) may be available at an additional cost to Client.
h. Email Reminders: Automated email reminders to applicants reminding them to complete the applicable steps in the process.
i. Configurability: For the Licensure and Recertification Tracks the following items are configurable by Client (subject to Binti's prior approval): Applicant Forms, Supporting Documentation, BintiSign, Applicant Training Completion, Affiliated Persons, Personal Information, and Spanish Applicant Portal, and cadence of renewal reminder emails. Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B attached to the original Agreement.
    i. Spanish Applicant Portal: The entire Applicant Portal can be offered in Spanish for Applicants to use if Client provides Binti with the designated application forms in Spanish. Where Client provides English forms for translation, translation work shall be subject to an additional cost and is subject to Binti's available resources.
j. Where Client requires or requests tracks separate from or additional to the Licensure and Recertification Tracks, those may be available at an additional cost to Client, as described in Section A.

C. Client Staff Dashboard: For both the Licensure and Recertification Tracks, the following dashboard features are available to Client:
    a. Dashboard View: As Applicants complete the forms in the Applicant Portal, the Application dashboard will display the percentage completion of applicant forms and supporting documents, completion of background checks and training hours, percentage completion of agency forms (completed by Client staff), and number of days since Application signed.
    b. Dashboard view by status: Client Staff will be able to view both current/active and inactive applicants in separate tabs divided by status across the dashboard: Recruiting, Applying, In Renewal Process, Inactive, Dropped Out, Withdrawn, Denied, and Closed.
    c. Agency Form Completion: Client staff will be able to complete forms within the dashboard (similar to the Applicant Portal), such as the home study evaluation. As Client staff completes an online form, their answers are mapped to the appropriate place on Client's PDFs. Like the Applicant Form, these forms can also be electronically signed (by one or both parties).
        i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that question is asked
        ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
    d. Background Checks: Client staff can indicate status/completion of applicant background checks, which are listed in the dashboard where Client so requires (i.e. DOJ requested, Adam Walsh, etc.)
    e. Trainings: Client staff can indicate completion (or waive, as applicable) specific trainings per applicant, per the Client's training requirements. Custom trainings (specific to certain individual(s)) can also be logged by Client staff.
    f. Complaints: Client staff can log specific complaints about applicant(s), with dropdowns for complaint type and more detailed information about the allegation.
    g. Case Notes: Caseworkers can record case notes for a given family, including note, date and type of case note.
    h. Reporting: Client Staff can generate the following reports in the dashboard:

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

i. Case Loads Report: Shows case loads of each worker broken down by initial applications, renewals coming in next 60 days, and renewals coming up in more than 60 days
ii. Recruiting Progress Report: Shows the cohort of applicants that made an inquiry with Client in a certain month, and in what status those applicants are during the time of the report
iii. Days Since Placement Report: shows all cases categorized by whether there is an emergency (pre-licensure) placement in the home and how long the child has been there
iv. Family Map: shows applicant families as pins on a map, with filter capability by applicant status
v. Status Change Reason: Graph based on reasons applicants have dropped out of the process
vi. Time to Approval Report: shows the amount of time it takes each family to be approved so that you can see trends over time as well as outliers

i. Configurability: For the Licensure and Recertification Tracks, the Agency Forms, BintiSign, Training Tracking, and Background Checks, are configurable by Client (subject to Binti's prior approval). Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.

The Placements Module includes the following:

A. Client Staff Placement Dashboard ("Placement Dashboard"): Client staff will be able to access/manage families available to take placement(s) ("Family Placements"), access/manage children/youth awaiting placement or in care ("Intake Child"), and access/manage placement searches for specific children or sets of siblings:
   a. Family Placements: Staff will be able to see Family Placements and their availability and capacity as well as basic characteristics/preferences related to a potential placement in their home
      i. Relative Placement Information: The Placements Dashboard shows county/community families and has a separate tab for relative families. The relative families tab also includes families that are still within the licensing process (clearly labeled) in the case that a pre-approval/emergency placement with a relative is needed.
      ii. Complaints and Licensing Information: the Placements Dashboard highlights any overdue renewals or trainings, as well as any open/outstanding Complaints against this family (pulled from Licensing Module)
      iii. Hold Functionality: Complaints (logged within the Licensing Module) are viewable in the Placement Dashboard and where staff determine that a placement should be placed on hold, they can so indicate in the Placement Dashboard, along with a note about whether the hold is voluntary and if there is an end date applicable to the hold.
      iv. Dashboard Filters: Staff have the ability to filter Approved Families based on capacity, availability, location, preferences and specific attributes (e.g., emergency placement, medically trained, respite provider).
      v. Map View: The ability to view Approved Families on a map, with the option to view within county boundary lines.

B. Child/Youth Referral Tracking: Client staff can input information about Intake Children directly into Binti, indicating basic demographic information, school information, and strengths/placement recommendations. Siblings can also be directly connected in the system by entering the name of a child already within Binti (if not entered, first sibling can be entered and then additional siblings can then be added/connected).

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

a. All children/youth can be viewed on the Children/Youth dashboard, displayed by status (awaiting placement, in care, and permanency/non-permanency exits). Client Staff can see whether a child is currently placed and name of current placement, as well as whether there's currently an in-progress placement search
b. Track placement of Intake Children with placements and number of Intake Children not placed.
c. Record when a child no longer needs a placement, the placement close date, and the reason the placement is no longer needed.

C. Search Functions Based on Child Characteristics and Needs ("View Matching Families"): On the View Matching Families dashboard:
    a. Filter and view Family Placements that could be a match for each child or sibling set based on the child characteristics and the families' location and preferences (including both county/community and relative families, as applicable).
        i. View these Family Placements either via list view or via Map View- the Map View shows pins for each Family Placement as well as separate pin/"graduation cap" for the child's community of origin and school location.
    b. Record Placement Contact and Calling Logs: Client Staff can send bulk emails with standard placement availability messages directly from Binti, and record individual reach-outs (such as phone calls) and Family Placements' responses. All calls made to a Family Placement and the child/youth called on behalf of, as well as date and response can be viewed in a call log by Family Placement or by Child/Youth.

The Family Finding Module includes the following:

A. Workers within an agency will be able to identify, contact, and engage with a child's relatives and fictive kin in order to make informed placement decisions and to build the largest support network possible for each child.

Features across all Licensed Modules:

A. Unlimited number of Client users
    - Subject to the terms of the Agreement, Client may set up an unlimited number of applicant and admin user accounts
    - Client may establish multiple levels of permissions/ access available, including agency admins, caseworkers, trainers, case carrying workers, placements workers, eligibility workers, and clerical workers.

B. Module Access
    - All users (including applicants, Affiliated Persons, and Client staff) can access each Licensed Module from any secure computer, tablet or mobile device with access to a modern browser using username and password, or SSO (if enabled by Client)

API access includes the following:

- Binti's Application Programming Interface (API) is available to agencies as a method to programmatically connect systems for performing a secure data exchange. The Binti API provides access to agency data as defined by the core Binti data model.

DocuSign Envelope ID: 2E900B1F-5E94-4C00-ABC0-E740C210885A

- Binti has specific endpoints within our API available for data integration, as described here: https://family.binti.com/api-docs/index.html. Technical documentation is available upon request to provide additional information.
- Any additional set-up/configuration with regards to Binti's API (if any) for Client shall be discussed and agreed upon by both parties, and then would be described in Exhibit B (Professional Services)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-520

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Binti, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Annual Subscription Agreement with Bitini, Inc. to Provide Software Services for Foster Care Case Management; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti will implement its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system.

For access to Approvals Platform and Placements Platform and ongoing support and maintenance, HHSA will be assessed an $11,000 fee for each 12-month period. Fees are subject to an increase in an amount not to exceed 3% more than fees during the immediately preceding 12-month period. Beyond the initial three year term, this agreement will automatically renew for additional consecutive terms of 12 months.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with Binti, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not authorize this agreement and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

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

ATTACHMENTS:
Binti Master Agreement_Mariposa Country_8_18_2021 (PDF)
Binti Security Plan [04.13.2021] (PDF)

REF ID# 12102

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("**Agreement**") is made as of **Sept. 15,** 2021 ("**Effective Date**"), between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, California 94612 ("**Binti**"), and Mariposa County with an address at 5362 Lemee Lane, Mariposa, CA 95338 ("**Licensee**"). Binti and Licensee will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Binti has developed a Software-as-a-Service platform, as described at www.binti.com ("**Platform**"). The Approvals Platform allows users to apply online to become approved to foster children and allows social workers to manage their approval workflow online. The Placements Platform allows for the matching of child referrals to approved foster families. The Case Management Platform allows agencies to track and manage ongoing paperwork and requirements for children and youth in their care ("**Authorized Purpose**"). This Agreement governs a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth in **Exhibit A** attached hereto ("**Professional Services**," together with the Platform, the "**Services**"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Proprietary Rights.

(a) Platform. Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti ("**Authorized Users**") to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti will provide access to the Service to Authorized Users subject to Binti's Terms of Service, and in its capacity as a data controller, will process the Authorized Users' personal information in compliance with Binti's Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) Restrictions. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Binti Ownership. Except for the rights granted to Licensee in Section 1(a) above and Licensee's rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("**Diagnostic Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(d) Licensee Ownership. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Binti by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee represents and warrants that: (i) it either owns the Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Data on the Platform does not result in a breach of contract between Licensee and any third party. Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely to provide the Services. Binti is not responsible for the content of any Data or the way Licensee or its Authorized Users choose to use the Platform to store or process any Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Licensee to download all Data from the Platform in .csv format.

2. Use of the Services.

(a) Binti's Obligations. Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(b) Licensee's Obligations. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee acknowledges and agrees that the Licensee and Licensee's Authorized Users use

of the Platform is in compliance with all applicable laws, and Licensee acknowledges that Licensee assumes all risk arising from any such use that is not compliant with applicable laws.

3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A**. Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Licensee will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Licensee under **Exhibit A** solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Licensee will pay Binti [(i) $11,000 for access to the Approvals Platform and Placements Platform for each 12-month period and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, "**Fees**"). All Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one-and-one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any 12 month period during the Term in an amount not to exceed 3% more than the fees payable during the immediately preceding term of the same length to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or

agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of thirty-six (36) months ("**Initial Term**"). Thereafter, this Agreement will automatically renew for additional consecutive terms of twelve (12) months (each, a "**Renewal Term**," together with the Initial Term, the "**Term**"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement.

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon written notice to the other Party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period. Upon termination (except for termination by Binti pursuant to the immediately preceding sentence), the Licensee will have access to the Platform for the remainder of the then-current Term. Upon termination by either party for any reason, Binti will supply the Licensee with an export of the Licensee's Data.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 2(b), 3(b), 4, 5, 6(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Licensee or any of its Authorized Users in connection with the Service, then Licensee will defend the Binti Released Party from the Third Party Claim and hold such Binti Released Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees).

(b) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform (not including any Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Licensee Released Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys' fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Licensee a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of California without reference to its conflict of laws principles. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following: in the case of Binti: Felicia@binti.com; and in the case of Licensee: jsims@mariposacounty.org. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier,

and/or on the same day a facsimile or electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

BINTI, INC.

5AA959D4079

By: Jamie Gray
ZorroSign

Name: Jamie Gray

Title: Assistant Secretary

LICENSEE

5AA959D406F

By: Shannon Gadd
ZorroSign

Name: Shannon Gadd

Title: Director, Health and Human Services Agency

5AA959D4065

By: Steven W. Dahlem
ZorroSign
Steven W. Dahlem, County Counsel

EXHIBIT A

PROFESSIONAL SERVICES

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Contact. The principal contacts in connection with the Professional Services are as follows:

Binti:	**Licensee:**
Name: Felicia Curcuru	**Name: Julianne Sims**
Title: CEO	**Title: Division Director, Human Services**
Address: 1212 Broadway, Suite 200, Oakland, California 94612	**Address: 5362 Lemee Lane, Mariposa, CA 95338**
Phone: 844-424-6844	**Phone: (209) 742-0889**
Email: partnerships@binti.com	**Email: jsims@mariposacounty.org**

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) Data Migration. Migrate Data into the Platform based on reasonably written instructions from Licensee within 12 weeks of receiving data with documentation from Licensee.

(b) Form Customizations. Customize up to 60 documents provided to Binti by Licensee for inclusion within the Platform within 12 weeks of Licensee providing the documents.

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this **Exhibit A** as successively numbered Schedule "A"s (*e.g.*, Schedule A-1, Schedule A-2, etc.).

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

By: Jamie Gray ZorroSign

Name: **Jamie Gray**

Title: **Assistant Secretary**

LICENSEE

By: Shannon Gadd ZorroSign

Name: **Shannon Gadd**

Title: **Director, Health and Human Services Agency**

By: Steven W. Dahlem ZorroSign

Steven W. Dahlem, County Counsel

EXHIBIT B

SUPPORT

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Support. Binti will provide technical support to Licensee from 6AM-5PM Pacific Standard time Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training. ("**Support**"). To request Support, Licensee must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) Provision of Support. Binti will provide Support to the following Licensee contact: **jsims@mariposacounty.org**. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) Events. "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

(i) **Critical Event**: A complete loss of the Platform's functionality such that no user can use the Platform.
(ii) **High Event**: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. Users have major impact and minimal functionality is available.
(iii) **Medium Event**: An event not meeting the criteria of Critical or High, has a workaround available, which does not negatively impact the User from using the Platform for its intended purpose. Such errors will be consistent and reproducible. Users would lose some level of functionality but are still able to utilize the system.
(iv) **Low Event**: Any other problems or issues, without limitation, any general questions about the Platform or problems that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) Target Resolution Times. Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

Event Level		Target Resolution Time
Critical		**4 hours or better**
High		**24 hours or better**
Medium **Low**		**Binti will provide a response time of 3 business days; resolution will be determined based on an agreed action/remediation plan between the Parties in writing**

(d) Scheduled Maintenance Downtime. Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable. Outside of scheduled maintenance downtime, Binti maintains a 99.95% system uptime.

(e) Resolution. If Binti has not resolved an Event within the targeted time frame, then, upon Licensee's written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee's designated contact of the status of resolution at least once daily.

2. Training. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.

Binti's Security Plan

Binti Overview **3**

Binti Security Practices and Protocol **3**

- Regulations and security requirements 3
- Workforce Security 4
- Role-based Security Access 6
- Password Management 6
- Logging / Auditing Controls 7
- Incident Management 7
  - Agency Notification Process 7
  - Binti's Internal Security Incident Response Procedures 8
- Vulnerability / Security Assessment 10
- Application Security 11
- Application Partitioning and Multi-Tenant 11
- Anti-virus / malware controls 11
- Network Security 12
- Database Security 12
  - Data Classification 12
  - Data Backups and Retention 13
  - Data Destruction 13
- Data Integrity Requirements 13
  - Completeness, timeliness, and accuracy 13
  - Data is consistently and uniformly collected 14
  - Data is exchanged and maintained confidentially 14
  - Data is supportive of child welfare policies, goals and practices 15
  - Data is not created by default or inappropriately assigned 15
  - Data is implemented and maintained with automated functions 15
- Server and infrastructure 16
- Wireless, Remote and Mobile Access 16
- Transmission 17
- Continuous Monitoring 17
- Security Audit 18
- Change / Configuration Management and Security Authorization 18

Business Continuity **18**

- Binti Disaster Recovery Plan 18
- Disaster Recovery Policies 18
- Scope of Disaster Recovery Plan 18
- Notification List 19

Physical Premises Incident Response 19
Staff Incident Response 20
Disaster Recovery Objectives 20
Defining Critical Systems and Services 20
General Disaster Recovery Plan 21
Notification Phase 21
Recovery Phase 21
Reconstitution Phase 22
Forensics Phase 22
Retrospective Phase 23
Reenactment / Test Phase 23
Customer Data 23
Service Availability 23
Binti Security Policy Enforcement 24
Disciplinary Action 24
Responsibility 24

Binti Overview

Binti builds modern, mobile-friendly software driving measurable results and promoting quality practice in Child Welfare to ensure that every child has a fair chance at life. Binti's Software-as-a-Service (SaaS) platform includes multiple modules that comprise a solution for child welfare agencies to meet Comprehensive Child Welfare Information System (CCWIS) requirements.

As a cloud-based SaaS solution, Binti simply requires a modern web browser to be utilized, without relying on specific hardware and software technology requirements for agencies. Binti is efficient, intuitive, user-friendly, accessible, mobile, and reliable. Our software is engineered to prioritize security, compliance, quality, usability, efficiency, interoperability, and reporting.

Binti's software is written primarily in Ruby-on-Rails and React, backed with a Postgres database. The back-end infrastructure has been developed to accommodate multiple, flexible workflows - for example, Binti's software is used by private, county, and state agencies, many of whom outsource various services to sub-agencies that have their own access and capabilities within Binti. Binti's Engineering and Product Management team, including data and security specialists with decades of experience, are responsible for IT operations and critical business functions. Each Product Manager is responsible for the scope and prioritization of tasks that are carried out by the Engineering team with regards to each module.

Binti Security Practices and Protocol

At Binti, security was integrated into our company from the very beginning and remains a primary focus today. Security is integrated throughout the environment, from the people, to the processes, to the technology. Because we're a SaaS solution, you never have to worry that the version of your software is out of date. Our platform works optimally on the latest two browser versions of any browser. This security plan is designed to provide detail into the security practices and protocols at Binti.

Regulations and security requirements

Binti is compliant with the Center for Medicare and Medicaid Services, Internal Revenue Service (IRS) Policies, and is HIPAA compliant. HIPAA compliance information can be found within the business associate agreement (BAA), which can be provided upon request. Binti is strictly compliant with HIPAA, NIST Special Publication 800-63B, and commits to adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support ADA usability requirements. We incorporate accessibility features, including WCAG 2.0 ADA requirements and Section 508 of the Rehabilitation Act, throughout the design, development, and testing processes. Binti is happy to provide a copy of our VPAT for reference.

Binti has completed their SOC2 Type 1 audit, and Binti is happy to share with customers a copy of this report for reference.

The SOC2 Type 2 audit period will cover the time period of December 16, 2020 through December 15, 2021. Our auditor will begin the attestation phase of the audit in December 2021, and we plan to provide the report to agencies in Q1 2022.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks. More info on Google's Compliance can be found here: https://cloud.google.com/security/compliance.

Workforce Security

All Binti personnel are subject to a standard criminal background check using a BSCC-accredited, NAPBS-recognized, and FCRA-compliant vendor in accordance with California state laws.

Binti conducts background checks on all incoming new employees before their start date. We partner with Checkr and check on the following: SSN Trace, Sex Offender Search, Global Watchlist Search, National Search, and County Searches.

Upon hiring, all Binti employees must read, review and sign a copy of the "Bintipedia". Bintipedia is a company handbook to inform employees of the policies and procedures at Binti and to establish and communicate the company's expectations. It is not all-inclusive but rather offers an overview of the work environment. This document includes policies regarding Acceptable Use and our security policies.

They must confirm they have read the policies within their first two weeks of work. In addition, there is a quarterly security awareness training class.All employees are required to take a (30 minute) quarterly security awareness training class and receive a passing grade. This course covers topics such as:

- Phishing
- Spear phishing
- Malicious email
- Malicious file attachments

Binti regularly tests employees with real-world phishing campaigns to ensure that the lessons learned in the training videos have been absorbed. Binti also provides specific training for engineering and systems administrations teams that covers software engineering and systems administration security best practices.

Binti employees at onboarding are required to install Vanta, our monitoring software used to

verify several configurations, such as whether the hard drive is encrypted or a password manager is installed. Hard drive encryption using the operating systems Bitlocker or File Vault settings is required, and this is verified via Vanta. In addition asset management is performed via Vanta. Firewall is enabled on each system using the operating system's software.

Vanta is used as the anti-virus monitoring software for employees using Mac hardware, and Windows Defender is required for employees using Windows software.

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti customer support staff are required to complete counter-social engineering training as well as successfully complete an industry-leading Security Awareness Training program on an annual basis.

We follow the principle of least privilege when granting our employees authorization on our corporate information systems and when granting our users authorization on our products.

Employment with Binti is on an at-will basis and Binti reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are considered grounds for disciplinary action. This list is not comprehensive, but are examples of the types of conduct this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Unauthorized use of company property or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;

- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

Binti reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.Upon termination, an employee is required:

- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords.

Binti will conduct an exit interview during the last week of employment.

Role-based Security Access

As a SaaS platform, role based security access is administered through login permissions. All customer data is strictly confidential to the customer. Binti staff members have only the minimum access to customer data required to perform their job functions, and all reads and writes of customer data are securely logged.

Within the application, all queries are scoped to finite sets of records in accordance to the customer's staff members roles and permissions. Binti offers comprehensive documentation thereof to ensure our business logic matches the needs of your business workflow with regards to data confidentiality. Binti has roles to grant that can be granted to an agency worker to maintain their own agency's accounts.

In addition, Binti can either do a one-time import of agency worker data given a CSV containing agency worker names and email addresses or implement Single Sign-On (SSO) of credentials. SSO eases login and simplifies provisioning and deprovisioning accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies.

Password Management

Binti complies with NIST Special Publication 800-63-3: Digital Authentication Guidelines, which are endorsed by HITRUST.

Binti supports Single Sign-On (SSO) of credentials, easing login and simplifying provision and deprovision accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain, and simplifies administration. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies. Additionally, if the user in question is in a privileged role, they must also authenticate via multi-factor authentication before proceeding. For Federation, Binti supports the SAML2 protocol.

For additional security, users are prohibited from changing their passwords from within their profile. Instead, they are allowed to request a password reset, and this spawns an email password reset link that requires the user to have access to their previously verified email Account. Binti locks accounts after 5 failed passwords attempts. Agency workers will be logged out after 12 hours of inactivity. Applicant users will be logged out after 2 weeks of inactivity.

Logging / Auditing Controls

Binti maintains internal logs in our database, as well as utilizing Google Cloud's Cloud Logging system to provide a backup, auditable, trail of access logs.

In addition, we maintain an hourly read-only backup of our databases that can be used for verification against our primary database.

Binti maintains all logs for the timeline of the service agreement

Incident Management

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the computers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SEIM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

Agency Notification Process

Severity Level	Description	Examples	Agency Notification Options
Low or	Most issues fall under	Security incident	**Contact Methods**

Medium (Class 3)	this category. These do not require someone to be paged or woken up in the middle of the night	related to agency (not connected to the Binti portal). Suspicious email from an individual who is stating they are from "Binti" and you are unable to confirm.	• Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
High (Class 2)	These are problems where an adversary or active exploitation hasn't been proven yet, and an attack may not have happened, but is likely to happen.	Malicious access of business data (e.g. passwords, payment information, vulnerability data, etc.)	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
Critical (Class 1)	The attackers were successful, and something was lost.	Applicant, agency, or child information is exfiltration (removed) from the Binti portal by an unauthorized person/group.	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.

Binti's Internal Security Incident Response Procedures

Once we are notified of an incident, our Customer Support team will create an internal incident response ticket and then notify the Security team in a secure chat channel of the incident. The Security team then reviews the initial findings and classifies the initial severity of the incident.

After classifying the severity of the incident, the Security team provides notification of incident Class and SLA. We will provide at least two (2) notifications:

1. First Response: An acknowledgement that the incident notification has been received by the Security team with a timeline on when we plan on remediating the incident and marking it as resolved.
2. Resolution Response: Notification from the Security team what actions were performed to

resolve the incident. If the incident includes applicant data it **will not** include personally identifiable information (PII) or personal health information (PHI). It will only provide a high level description of what steps were taken to remediate the issue.

Additional emails may be set depending on the severity of the incident until the resolution and closure of the incident.

Notification to agency or applicant is provided depending on the Severity Level of the incident. These parameters are the following:

Severity Level	**Internal Triage Process**	**Target First Response Time (SLA)**	**Target Resolution Time (SLA)**
Low or Medium (Class 3)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure Security chat room. Security Engineer and Software Engineer is assigned to investigate. Acknowledgement of incident is sent to the notifier before and after resolution of incident.	72 hours	5-10 business days
High (Class 2)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/internal meeting) **may** be made to provide	4 hours or better	72 hours

	additional status updates.		
Critical (Class 1)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/conference call) **will** be made to provide additional status updates.	1 hour or better	24 hours

Vulnerability / Security Assessment

We perform vulnerability assessments on multiple levels throughout the Binti environment:

- Static analysis is run on all code prior to release.
- A dynamic web vulnerability assessment tool is run before releases.
- A network exploitation framework tool is run on the environment prior to release.
- A software version security tool is run against the product prior to release.

Host-based network and server vulnerability assessments are performed both by Binti's hosting provider, as well as by the Binti Security Team through automated portscans conducted every two (2) weeks.

We run static vulnerability scans automatically upon every proposed code change and block changes from being integrated until we resolve issues discovered by the static scan.

Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Binti's Security staff reviews the results of vulnerability assessments -- whether performed internally or by a third party -- within one week of test completion. We review any critical findings immediately.

We address vulnerabilities based on the severity of the issues discovered, with Criticals being addressed within 24 hours, Highs within 72 hours, Mediums within 2 business weeks, and Lows within 5-10 business days.

Application Security

Binti regularly tests the security of its environment through a combination of automated tools and practices.

- Regular network security assessments
- Regular application security vulnerability assessments
- Static code analysis before every integration and release
- Criticality-based remediation prioritization

A third-party security assessment may be arranged per client request.

Application Partitioning and Multi-Tenant

Binti employs database- and application-level constraints to guarantee that all data access and data integrity is mediated by comprehensive tenant-key checks in order to achieve strict isolation between customers. The same tenant keys also unlock Google Cloud Storage objects only for users with the appropriate tenant relationships.

Anti-virus / malware controls

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks. All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Intrusion detection: All data is hosted on Google Cloud, which states: "Our data centers are built with custom-designed servers, running our own operating system for security and performance. Google's 500+ security engineers, including some of the world's foremost experts, work around the clock to spot threats early and respond quickly. We get better as we learn from each incident, and even incentivize the security research community, with which we actively engage, to expose our systems' vulnerabilities." https://support.google.com/cloud/answer/6262505?hl=en.

Google makes use of multiple antivirus engines in Gmail, Drive, servers and workstations to help identify malware that may be missed by antivirus signatures, as detailed in their whitepaper here: https://cloud.google.com/security/overview/whitepaper

Additionally, the Binti product uses ClamAV to automatically scan any uploaded documents before committing them to our servers. In the case a virus is detected, the user is warned and the file is not added to the Binti servers.

Network Security

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks.

All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Database Security

Data Classification

All data that is part of the Binti infrastructure and technology stack is classified according to the following categories:

- Public
- Internal
- Sensitive
- Restricted

Each classification level has separate requirements for data protection within the Binti environment. All PII and PHI belonging to both children and families is classified as Restricted, and receives the associated set of controls associated with that classification level.

Binti distinguishes between ordinary private data and sensitive private data. All private data is subject to carefully-audited and rigorously-tested access control. We avoid storing sensitive data except when absolutely required. When we are required to store sensitive data, it is subject to an additional level of encryption-at-rest and additional access control mechanisms. Examples of sensitive data are Personal Identifying Information (PII) and Protected Health Information (PHI).

Data Backups and Retention

Binti backs up all data in the environment at least every 4 hours, and backups are rotated according to a daily, weekly, and monthly schedule. The scheduled backups are subject to automated monitoring and routine testing. Backups are stored in a minimum of two locations at all times.

Data retention is handled according to customer requirements, with data being purged within one week's time. In the event of an expungement event, data is removed within one business day.

All backups are stored using industry standard encryption and could not be restored by an attacker even in the event of a backup provider compromise.

Data Destruction

For data destruction, there are situations in which child or family data needs to be removed from the system, e.g., a court order requiring expunging of data for those who have left the system.

To accommodate these situations, a flag is present in the database to mark whether a given record needs to be expunged. Once this flag is set, those records are then removed from both production and existing backups using an automated process.

Data Integrity Requirements

Consistent with federal standards for CCWIS (i.e. 45 CFR 1355.52 (d)(5)), Binti has developed systems to support key aspects of data integrity and quality. Based on a framework of continuous quality improvement, Binti's data quality efforts will assist agencies in formulating and updating data plans for required federal biannual reviews. Accordingly, the Binti's Data Quality Plan is organized according to the key requirements outlined by the Children's Bureau, as outlined below.

Completeness, timeliness, and accuracy

Completeness

Binti's modules are developed via extensive research in multiple jurisdictions to understand the workflows of agencies, and what data fields are necessary or available at any given phase of the process. Responses are calibrated based on user research; some fields are optional, and others required, preventing users from moving on to the next screen until the necessary information is entered. Missing fields are automatically highlighted as necessary, with the recognition that caseworkers or applicants might not have all the information at the time that the data is entered. Ongoing usage and completion of data fields are monitored at the caseworker, supervisor, manager and agency level to promote accountability and allow for setting Continuous Quality Improvement (CQI) goals for complete data.

Timeliness

Binti is designed to be used real-time and in the field, helping caseworkers do their work, rather than simply be a system of record. All the data entered into Binti and becomes immediately available for reporting and access by agency staff. We track the timestamps of items entered (but allow for adjustment of timestamps in select cases) and calculate due dates of important forms and actions by caseworkers, surfacing these in a dashboard for each worker, supervisor and administrator. Timeliness of completion of various steps in the process, as well as completion of mandated datafields, are provided in built-in reports at the caseworker, supervisor and manager level, to allow for monitoring of timeliness and setting goals for improvement.

Accuracy
Via extensive user research, Binti's has identified fields with high need for accuracy and non-duplicative data, and these are reflected in our data model. Where possible, Binti employs quick-filling dropdowns for essential data fields, combining these with adjunct text fields to provide more detail. This ensures non-duplication of data and allows for high-level analytics. On an ongoing basis, Binti examines data fields for duplicates and accuracy, and systematically reviews which data elements require additional structure or dropdown menus.

Data is consistently and uniformly collected

Binti's modules have been designed from the ground up to promote consistent and uniform collection of data from agency staff as well as private agency staff with access to the system. Common forms and required data fields are collected and integrated into the module, with careful attention that data collected for licensing is consistent in format to data that must be integrated from other systems. Staff at public and private agencies then enter data consistently and the common forms and reports populate accurately. Additional forms and data fields may be added by private agencies, but none that conflict with common data fields or forms.

Binti's carefully constructed UI also promotes consistent application of data standards, by ensuring that key terms are applied universally and that complete, clear and mutually exclusive options are selectable from dropdown menus or checkboxes. Binti systematically monitors the consistency of data, and works with agencies to update and clarify options that are unclear or misused. Trainings and guides are created or updated to include instructions on the importance of data entry as needed.

Data is exchanged and maintained confidentially

As outlined elsewhere in this document, Binti employs state of the art security and is HIPAA compliant via Google Cloud. Binti is also designed with multiple access levels for different types of users, with each user only having access to the information that they need to know in order to complete their work. Access levels are configured for each jurisdiction to ensure maximal usability while preserving confidentiality of information. In the Licensing Module, for example, Licensing workers are granted access to Home Studies as part of their duties. Many jurisdictions do not want their case carrying child welfare staff to have access to Home Studies, however, since they may contain confidential information that is not relevant to the placement decision. Access to the

Home Study is therefore restricted for case carrying child welfare staff in those agencies. On an ongoing basis, Binti reviews access levels with agency staff to ensure that access remains accurate. Audit trails of all actions taken on a case are also created and monitored to ensure accountability.

Data is supportive of child welfare policies, goals and practices

All of Binti's modules are designed to support the federal outcome indicators related to safety, permanence and well-being. Binti's Licensing Module has also been a national leader in supporting quality practice in recruiting, approving and retaining high quality caregivers. Binti's existing functionality collects data never assembled before about prospective caregivers, foster parents and resource families, greatly enhancing the ability of agencies to monitor and improve their practice. Data on a wide range of demographics, location, preferences and characteristics of both prospective foster parents is collected and can be analyzed over time to inform recruitment and retention.

Built in reporting allows agencies to examine cohorts of applicants, youth or families over time to examine outcomes and inform Continuous Quality Improvement (CQI) efforts. Extensive mapping capability allows agency staff to easily analyze geographic patterns of youth in care, available and prospective placements, etc .

Data in all of Binti's dashboards is also sortable and filterable by multiple factors, enhancing the ability of the agency to conduct checks of data quality. Filtered data from the dashboards can also be instantly downloaded in .csv format, supporting custom reports for monitoring data quality.

Data is not created by default or inappropriately assigned

Binti's has carefully designed the data fields in the modules to avoid any default settings, and creates prompts on dashboards when data is missing or has not been completed. Missing data fields are typically signified in the UI using a "?" symbol or some other signifier of missing data. Data that is pre-populated based on earlier responses is editable only by users with appropriate levels of access. Binti also avoids duplicate data entry.

Data is implemented and maintained with automated functions

All of Binti's products include an array of automated functions to assist in maintaining high quality data and prompting users to complete data entry in a timely manner.

Examples include:

- Real-time automated drop down menus for fields (such as name fields) with high probability of duplicated or misplaced records. These provide information for the user to ensure they are accurately entering information and associating it with the correct person or data object.
- Built in visual cues and warning messages/prompts for missing or misconfigured data.
- Online videos and guides for users to instantly learn about proper data entry procedures.

- Integrated dashboards for applicants and staff that provide visual representations of missing data and due dates and allow them to use one click to address the areas that require additional data entry or other actions.
- Configurable email reminders for staff and applicants that automatically remind them when documents or requirements are due and allow them to access the necessary item in Binti by clicking on the email and securely logging in.
- Real-time reports on completion of online forms and data fields so that supervisors, managers and administrators can monitor progress and develop continuous quality improvement plans for data quality.

Server and infrastructure

Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are reviewed in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. All data is stored within the continental United States.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks.More info on Google's Compliance can be found here: https://cloud.google.com/security

Wireless, Remote and Mobile Access

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti is also currently working to implement MFA across agencies. Agencies have the ability to add an unlimited number of staff or applicant user accounts within Binti. There are currently 10+ access levels for staff and contracted agency users, allowing individually tailored access to the system with different access rights. If additional access levels are needed, they can be created to meet the necessary specifications. Agency-specified levels of access can create and manage new users and within Binti and their access level.

Binti employs modern tools to manage user accounts and access, and allows for updating of information and password reset by users. Binti's system allows a user to request and reset an existing password, providing a new password via email notification with a one-time link to modify the password. Strong password requirements are integrated into this process. Two Factor Authentication can also be employed. Binti has successfully integrated with a variety of Single Sign On (SSO) systems with our existing customers.

As mentioned, MFA is required for any access to Binti's internal system - including our GCP environment and our Github Code Repository. In the near future, we will be enabling VPN across all sensitive infrastructure.

Transmission

Binti has an Application Programming Interface (API) that allows for bi-directional data flow and has been used to interface with other large data systems. Binti's API is HTTPS-based, speaks JSON and XML, and conforms to RESTful principles. The API supports WebHooks in order to easily support soft real-time bidirectional data synchronization between Binti and other systems. We generate authentication tokens on request which are unique for each user. The user can make an api request along with this authentication token.

Binti stores all customer data with industry-standard AES-256 block encryption in our Google Cloud Virtual Private Cloud (VPC), and transmits data exclusively with the industry-standard HTTPS (HTTP over TLS) protocol secured by an Extended Validation (EV) certificate with an RSA-2048 key and SHA-256 signature, enforcing HTTPS at the edge and at the application level, using HTTP Strict Transport Security (HSTS). At rest the credentials are stored on a volume encrypted with AES-256, and in transit the credentials are secured with TLS with a RSA-2048 key and SHA-256 signature. Binti securely stores all data within Google Cloud. Upon written request by the county, Binti can recursively destroy complete or specific data via custom written Ruby scripts.

Binti automatically does hourly backups to ensure that data is securely maintained on an on-going basis. Furthermore, Data can also be retrieved via CSV file or via our API at any time. Binti creates hourly data backups of the data within the platform, and can retrieve copies of previous data upon request. Binti's API can be employed to extract data from Binti at any intervals to a data archive. For example, Binti's API is currently configured to provide regular back-up data to local databases in Los Angeles County and other agencies.

Continuous Monitoring

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the servers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SIEM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

Security Audit

Security testing is performed at least annually, and takes multiple forms: A full application vulnerability assessment, user access control auditing, and information security policy review. All security testing of this type is performed by industry-leading third-party vendors. Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Change / Configuration Management and Security Authorization

All systems in the environment are built using an approved configuration policy that includes authentication, access control, data storage, data encryption, and key management.

Binti employs industry-standard tools to automate configuration management in such a way that we can easily test configuration changes prior to production, rollback configuration changes to the last known-good state in case an issue develops, and track the history of configuration over time.

These configurations include security hardening of authentication, access control, data storage, encryption, key management, etc. These configuration options are regularly checked to ensure that all instances active in the environment are secure against intrusion.

Business Continuity

Binti Disaster Recovery Plan

The Binti Disaster Recovery Plan ("DRP") establishes procedures to recover Binti operations following a disruption resulting from a disaster. The types of disasters contemplated by this plan include natural disasters, political disturbances, man made disasters, external human threats, and internal malicious activities. This DRP is maintained by the security team.

Disaster Recovery Policies

Binti performs testing of the Disaster Recovery Plan annually. The security team is responsible for coordinating and conducting rehearsals of this Disaster Recovery Plan annually. This policy and plan must be updated at least annually with additional playbooks taking into account new risks of disasters learned through testing and reenactment of past disaster incidents.

Scope of Disaster Recovery Plan

This policy includes all resources and processes necessary for service and data recovery, and covers all information security aspects of business continuity management.

The following conditions must be met for this plan to be viable:

1. All equipment, software and data (or their backups/failovers) are available in some manner.
2. If an incident takes place at the organization's physical location, all resources involved in recovery efforts are able to be transferred to an alternate work site (such as their home office) to complete their duties.

This plan does not cover the following types of incidents:

1. Incidents that affect customers or partners but have no effect on Binti's systems. In this case, the customer must employ their own continuity processes to make sure that they can continue to interact with Binti systems.
2. Incidents that affect cloud infrastructure suppliers at the core infrastructure level, including but not limited to Google, Slack, and Google Cloud. The organization depends on such suppliers to employ their own continuity processes.

Notification List

In the event of a disaster, notify the people identified in the Binti line of succession.

Physical Premises Incident Response

In the event that Binti's headquarters at 1212 Broadway, Suite 200, Oakland, CA is functionally impaired, staff members will report to individually-designated off-site locations (at least one in the Bay Area and one beyond) that have been previously vetted for physical security and secure broadband access.

Binti maintains an asset registry of equipment like corporate laptops, and for each vital asset, maintains a replacement plan to procure and bootstrap a suitable substitute within 24 hours anywhere in the United States.

The Binti team's everyday operating workflow is designed not to depend on physical co-location of team members. Binti can operate our services with zero negative impact to our customers indefinitely during periods of physical distribution of the Binti team. We test our workflow and procedures by cycling employees through remote stints as well as with an annual drill during which Binti's headquarters is closed and employees report to their individual backup sites.

Binti performs annual fire and earthquake drills and compulsory trainings at our Oakland headquarters in order to ensure the well-being and safe and timely evacuation of our employees in the event of a fire or an earthquake.

Staff Incident Response

Binti's corporate organization is structured such that for every employee role there exists an alternate employee on the team that can substitute for the role in the event that an incident renders the primary employee unable to work. For particularly critical roles, Binti's plan includes two alternate team members (one of whom may be a contractor). A finite line of succession protocol is maintained in order to facilitate prompt action to resolve incidents affecting corporate officers and other key decision makers.

If the loss of the employee is determined to be long-term or permanent, Binti will use an accelerated recruitment plan to suitably fill the impacted role with a long-term replacement.

Binti's IT infrastructure and operational practices are designed to collect and exchange corporate knowledge in a secure central repository to further mitigate the impact of staff incidents.

Disaster Recovery Objectives

The objectives of this plan are the following:

- Identify the activities, resources, and procedures needed to carry out Binti's processing requirements during prolonged interruptions to normal operations.
- Identify and define the impact of interruptions to Binti's systems.
- Assign responsibilities to designated personnel and provide guidance for recovering Binti operations during prolonged periods of interruption to normal operations.
- Ensure coordination with other Binti staff who will participate in the contingency planning strategies.
- Ensure coordination with external points of contact and vendors who will participate in the contingency planning strategies. Please see Binti's critical contacts on Binti's Business Continuity Plan.

Defining Critical Systems and Services

From a disaster recovery perspective, Binti defines two categories of systems:

Non-Critical Systems

These are all systems not considered critical by the definition below. These systems, while they may affect the performance and overall security of Critical Systems, do not prevent Critical Systems from functioning and being accessed appropriately. Non-Critical Systems are restored at a lower priority than Critical Systems. Examples of Non-Critical Systems include analytics servers.

Critical Systems:

These systems host application servers and database servers or are required for the functioning of systems that host application servers and database servers. These systems, if unavailable, affect the integrity of data and must be restored, or have a process begun to restore them, immediately upon becoming unavailable.

The following services and technologies are considered to be critical for Binti business operations, and must immediately be restored (in priority order):

1. Production infrastructure
2. Transit infrastructure
3. Build and deployment infrastructure

General Disaster Recovery Plan

While specific playbooks are available for specific scenarios, there are overall rules of engagement whenever a disaster incident needs to be opened.

Notification Phase

This phase addresses the initial actions taken to detect and assess damage inflicted by a disruption to Binti. The notification sequence is listed below:

1. The first person to report the disaster should notify the security team lead.
2. The security team lead is to notify team members referenced above in the Notification List section.
3. Based on the damage assessment, if Binti will be unavailable to customers for more than 24 hours the security team lead will declare that a disaster has occurred and that the Disaster Recovery Procedure has been activated. The security team lead also has the discretion to activate the Disaster Recovery Procedure based on other criteria.
4. In the event customer data has been compromised, customers must be notified no later than 72 hours after the incident is reported.
5. Once the Disaster Recovery Procedure has been activated, the security team lead should notify relevant personnel and executive leadership on the general status of the incident. Notification can be conducted over chat, email or phone. The security team lead may also notify the Binti operations team if the disaster involves the Binti premises or is related to Binti employees.
6. If the Disaster Recovery Procedure has not been activated, the Recovery and Reconstitution phases will not be performed. Instead, the security team lead and necessary team members will perform all appropriate tasks under Binti's Incident Response Plan.
7. Either the security team lead or someone they select will document who was contacted and when, and will summarize each call.

Recovery Phase

This phase covers the recovery of the application at an alternate site. If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize the recovery of Critical Systems and proceed to the Reconstitution Phase for the Critical Systems before Non-Critical Systems have completed the Recovery Phase. This phase consists of the following tasks, some of which can be run in parallel:

1. Assess damage to affected environments, prioritizing critical systems first. Document observations.
2. If possible, back up the affected environments in a forensically sound manner. Do not alter affected systems and applications in any manner.
3. Verify that previous backups of critical databases and systems recovery points are available before moving on to the Reconstitution Phase.

Reconstitution Phase

This phase consists of activities necessary for restoring Binti operations to the original operating state (or permanently move operations to the new site or state, if necessary). If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize reconstituting the Critical Systems before beginning reconstitution of the Non-Critical Systems. This phase consists of the following tasks, some of which can be run in parallel:

1. Begin replication of new environment using previously confirmed backups using automated and previously tested scripts.
2. Binti utilizes multiple availability zones; however, if the primary region is unavailable replicated backups should be used to create a production environment in the failover region.
3. Test new environment using pre-written tests.
4. Test logging, security and alerting functionality.
5. Verify that systems are appropriately patched and up to date.
6. Deploy new environment to production.
7. Update DNS to new environment.

Forensics Phase

This phase consists of activities related to finding out the cause of the disaster, in cases where it is not immediately apparent. Upon the disaster incident being addressed, with customer data and Binti operating infrastructure recovered and restored, it is appropriate to start the Forensics Phase. This phase consists of the following tasks, some of which can be run in parallel:

1. Ensure all logs from all systems, applications and databases involved in the incident have maintained their integrity in the centralized log repository.
2. If some logs did not reach the central log repository, ensure that missing system, database and application logs are retrieved. Pay attention to time keeping and clock settings, so logs from different sources can be reconciled.
3. If applicable, transfer data to a log analyzer or test instance.
4. Target network, system, and user action logs for analysis. Analyse all logs manually or with tools, tests, and scripts that have already been previously tested.
5. Document all significant findings in the timeline.

Retrospective Phase

A retrospective of an event such as a disaster recovery incident allows for all parties to understand what happened in a clear and blame-free manner. A retrospective meeting should occur within 7 days after such an incident has occurred.

1. All relevant parties and system owners should be identified and invited to a retrospective meeting.
2. A draft agenda and disaster timeline should be sent to everyone before the retrospective meeting.
3. Retrospectives are best facilitated with an unbiased third party who was not involved with working the incident. The facilitator should ask questions of meeting participants to illuminate the severity, impact, and any follow-ups.
4. Document the retrospective meeting.
5. Produce an incident report from the retrospective agenda, timeline, and meeting notes.

Reenactment / Test Phase

Unanticipated disasters are unlikely to have documented steps for resolution. Once an unanticipated incident concludes, it should be reenacted to analyze and document how to better respond in the future. If applicable:

1. Run a simulation of the event, as understood by the retrospective meeting notes, timeline, and report. The simulation can be run with people involved or uninvolved with the disaster.
2. While running the simulation, a pre-assigned note taker should write down ideas to prevent and mitigate a similar event.
3. After the reenactment, a new and specific disaster recovery procedure should be created.

Customer Data

Binti replicates complete backups of customer data to multiple geographically-disparate Google Cloud datacenters located in the United States. Binti's system is currently engineered to a recovery point objective of 60 minutes.

In the event of a disaster affecting our primary datacenter, customer data will be safely recovered from a secondary datacenter. Binti performs automated tests of our data recovery procedure every month.

Service Availability

Binti maintains resources in a second geographically-disparate Google Cloud datacenter in order to promptly recover service in the event of a disaster. Binti's system is currently engineered to a recovery time objective of 120 minutes.

In the event of a disaster affecting our primary datacenter, Binti will prepare our secondary system with the latest backup data, perform sanity checks, and redirect customers from the primary system. Binti performs automated tests of our service availability recovery procedure every month.

For additional information see: https://cloud.google.com/security/.

Binti Security Policy Enforcement

Disciplinary Action

Employees who violate Binti security policies may face disciplinary consequences in proportion to their violation. Binti management will determine how serious an employee's offense is and take the appropriate action.

Responsibility

The Binti Security team is responsible for ensuring this plan is followed.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-450

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Fifth and Sixth Amendments to a Standard Agreement with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendment(s) for C-2 Home Delivered Meals and IIB Transportation Services for Fiscal Year 23-24

RECOMMENDATION AND JUSTIFICATION

Approve the Fifth and Sixth Amendments to a Standard Agreement with Area 12 Agency on Aging; and Authorize the Board of Supervisors Chair to Sign the Amendment(s) for C-2 Home Delivered Meals and IIB Transportation Services for Fiscal Year 23-24

The Health and Human Services Agency, Adult & Aging Services branch will be able to continue the Senior Service for Home Delivered Meals and Transportation by capitalizing on the additional funding received through A12AA.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 13, 2024 the Board approved the Fourth Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-348.

On June 18, 2024 the Board approved the Third Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-250.

On February 6, 2024 the Board approved the Second Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-42.

On September 12, 2023 the Board approved the First Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2023-487.

On August 1, 2023 the Board approved the Standard Agreement for Fiscal Year 2023-2024 through resolution No. 2023-411.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source for the agency to cover Home Delivered Meals and Transportation Services for seniors.

FINANCIAL IMPACT

There is no impact on the County General Fund. This is a Fiscal Year 2023-2024 Amendment, the revenue will be received in the Fiscal Year 2024-2025, and that budget will be adjusted appropriately.

ATTACHMENTS

1. Area 12 on Aging Fifth and Sixth Ammendment

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
EXCUSED:	District II Supervisor Shannon Poe

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023, for the term of July 1, 2023, through June 30, 2024, by and between Area 12 Agency on Aging and MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES, serving in Mariposa County for C-2 Home Delivered Meals Nutrition services, is hereby amended, September 12, 2024, retroactive to July 1, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-2, Home Delivered Meals Nutrition services shall not exceed the maximum amount of $59,816.00*, for a maximum number of 6,576 meals.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 9-12-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair - Board of Supervisors – Mariposa County

**This total includes dollars from Area Plan baseline, NSIP, and American Rescue Plan Act (ARPA) funding.*

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023, for the term of July 1, 2023, through June 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services, is hereby amended, September 12, 2024, retroactive to July 1, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services shall not exceed the maximum amount of funding of $97,525.00* for a maximum number of 3,901 units of service.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa, and Tuolumne Counties.

By: Kristin Millhoff Dated: 9-12-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors - Mariposa County

**This total includes dollars from Area Plan baseline and American Rescue Plan Act (ARPA) funding.*

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-451

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept Grant Award from the California State Library in the Amount of $7,807; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($7,807) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the California State Library in the Amount of $7,807; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($7,807) (4/5th Vote Required).

This grant will allow the library to implement the Zip Books grant. Zip Books allows library patrons to request books not currently in the library's collection. The library orders the books, they are sent to patron's places of residence, and then when the patrons are done reading the books, they are returned to the library to be permanently added to the collection.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the budget action accepting the donation revenue and increasing appropriations. The library will not be able to accept the state grant. Patrons will not be able to request new books through the program.

FINANCIAL IMPACT

Revenue and appropriations will be increased by $7,807 in the Library Budget.

ATTACHMENTS

1. **ZIP24-44_Mariposa_County_Library_Zip_Books_Gr**
2. **Budget action FY24-25**

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

EXCUSED: District II Supervisor Shannon Poe

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

CALIFORNIA STATE LIBRARY

September 18, 2024

Matthew Johnson, County Librarian
Mariposa County Library
PO Box 106
Mariposa, CA, 95338

Subject: Zip Books Project ZIP24-44

Dear Mr. Matthew Johnson:

We are pleased to approve the grant application for the Zip Book Project for a total of $7,807 in California Library Services Act funds. Over the 2024-25 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection.

In Process

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov.
Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...
Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly.roman, annly.roman@library.ca.gov
Yesenia.urdarbe, yesenia.udarbe@library.ca.gov
Matthew Johnson, matt.johnson@mariposalibrary.org

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

TABLE OF CONTENTS

PROJECT SUMMARY 2

PROCEDURES and REQUIREMENTS 3

A. Term of the Agreement 3

B. Scope of Work 3

C. Budget Detail 3

D. Narrative and Financial Reports 4

E. Claim Form and Payment 5

EXHIBIT A: TERMS and CONDITIONS 7

EXHIBIT B: CERTIFICATION of COMPLIANCE FORMS 22

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Mariposa County Library for the Zip Books project.

AWARD AGREEMENT NUMBER ZIP24-44

This Award Agreement ("Agreement") is entered into on 7/1/2024 by and between the California State Library ("State Library") and Mariposa County Library, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded ZIP 24-44 Mariposa County Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $7807 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 8/31/2025. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 8/31/2025 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Books Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

In Process

Reporting Period	Report	Due Date
July 01, 2024-December 31, 2024	1st Financial and Mid Project Program Narrative Report Due	January 31, 2025
January 01,2025 – April 30, 2025	2nd Financial Report Due	May 31, 2025
July 01, 2024 – August 31, 2025	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 31, 2025

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

In Process

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Mariposa County Library
Matthew
PO Box 106
Mariposa,95338
209-966-2140/matt.johnson@mariposalibrary.org

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
monica.rivas@library.ca.gov

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

In Process

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor,

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

      1) Receive a copy of the Grantee's drug-free workplace policy statement.
      2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds,

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

In Process

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $ 7807 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

    Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)
    g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

    a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
    b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.

c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 7807 upon execution of the agreement and submission of claim by the grantee organization.
        - If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $ 0
        - If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of 0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

In Process

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount 7807. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Matthew Johnson	**Title**: County Librarian
Email: matt.johnson@mariposalibrary.org	**Phone**:
Signature:	**Date**:

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing: Matthew Johnson	**Title**: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 10/1/2024
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

In Process

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP24-44 **Date:**

Invoice #: ZIP24-44-01 **PO #:** 7754

Payee Name: Mariposa County Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $7,807

(Payable Upon Execution of Agreement)

Grantee Name: Mariposa County Library

(Name on Award Letter and Agreement)

Project Title: Zip Books Project

Type of Payment:

☐ PROGRESS

☐ FINAL

☒ IN FULL

☐ AUGMENT

For Period From: upon execution to end of grant period

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Matthew Johnson

(Print Name)

County Librarian

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

(State Library Representative)

Date

Print Form Reset Form

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0606	45322	Library Grants - State		(7,807)	
1001	0606	60153	Special Departmental Supplies		7,807	
				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.

FISCAL YEAR FY 24-25

DEPARTMENT HEAD SIGNATURE Matt Adams DATE 10/1/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-452

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Fee of $206.00 for the Mariposa Elementary School Parade on October 31, 2024, from 10:00 AM to 11:00 AM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206.00 for the Mariposa Elementary School Parade on October 31, 2024, from 10:00 AM to 11:00 AM

The parade will start at the MES campus, beginning at the office and proceeding down 6th Street to Jones Street. It will continue along 10th Street before turning around and returning to MES, entering the campus via the stairs on Jones Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The school has done a parade for several years, this is the first time they have used barricades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the school will have to make alternate plans.

FINANCIAL IMPACT

None

ATTACHMENTS

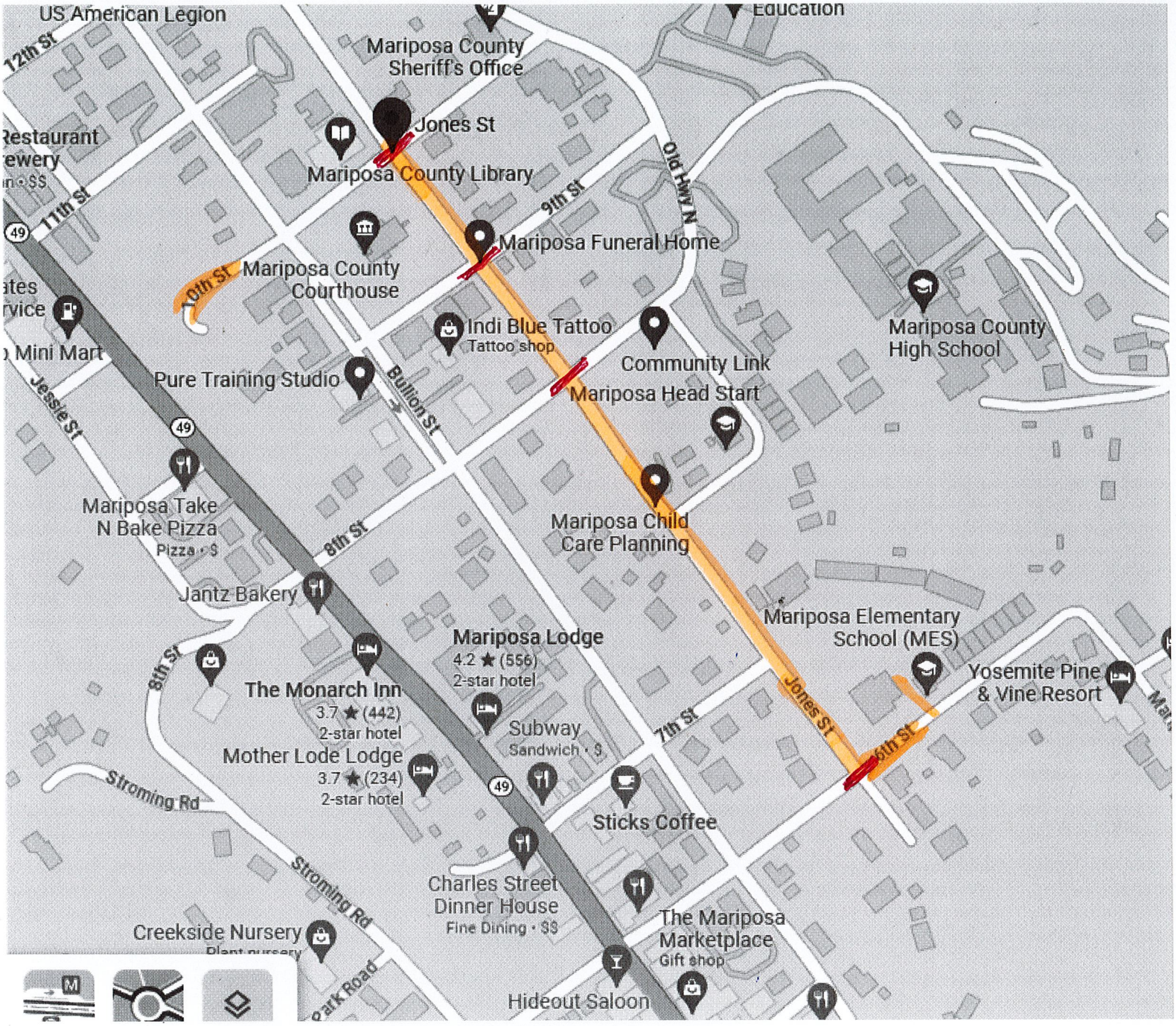
1. **Barricade Map**
2. **Letter for encroachment waiver**
3. **Parade Encroachment Permit**
4. **MES Parade COI**
5. **24-25 Mariposa County USD - Mariposa County - Halloween Parade**

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

EXCUSED: District II Supervisor Shannon Poe


US American Legion
12th St
Mariposa County Sheriff's Office
Education
Jones St
Mariposa County Library
Old Hwy N
9th St
11th St
49
Mariposa Funeral Home
10th St
Mariposa County Courthouse
Indi Blue Tattoo
Tattoo shop
Community Link
Mariposa County High School
Mini Mart
Pure Training Studio
Bullion St
Mariposa Head Start
Jessie St
49
Mariposa Child Care Planning
Mariposa Take N Bake Pizza
Pizza · $
8th St
Jantz Bakery
Mariposa Elementary School (MES)
Mariposa Lodge
4.2 ★ (556)
2-star hotel
8th St
The Monarch Inn
3.7 ★ (442)
2-star hotel
Yosemite Pine & Vine Resort
Jones St
7th St
Subway
Sandwich · $
Mother Lode Lodge
3.7 ★ (234)
2-star hotel
6th St
Stroming Rd
49
Sticks Coffee
Charles Street Dinner House
Fine Dining · $$
Stroming Rd
The Mariposa Marketplace
Gift shop
Creekside Nursery
Hideout Saloon

– Barricades

Mariposa Elementary School

5044 Jones Street, P.O. Box 5002, Mariposa, CA 95338
209-742-0340 FAX 209-742-0383
#We Are MES #We Are Kind

9/18/2024

To whom it may concern,

Mariposa Elementary is hoping to hold our annual Halloween Parade on October 31, 2024 at 10:00am. This parade begins at the MES campus from the office down 6th St. to Jones. The students will continue to 10th St. then the students will turn around and head back to MES, and enter back on campus from the stairs on Jones St.

We are hoping that this can be a sponsored event and that the encroachment fees can be waived.

We will have the Mariposa County Sheriff's Department and MES Staff to help maintain the traffic at each of the barricades.

Thank you,

Glenda Brower
MES Secretary
gbrower@mcusd.org
Ext. 5335

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 9/18/2024 Building Permit #: _____

APPLICANT: Mariposa Elementary

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Jones St. from 6th-10th AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☑ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT 10/31/2024
- ☐ OTHER (EXPLAIN BELOW)

MES Halloween Parade - full closure of Jones St. from 6th to 10th St from 10:00am to 10:45am. All road closures will be manned by Sheriff's Office Staff and MES faculty.

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Intersection of Jones and 6th through intersection of 10th and Jones.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: 013-171-001-000

5. ADDRESS OF PARCEL: 5044 Jones St. Mariposa, CA 95338

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: MCUSD

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: Glenda Brower

PHONE NUMBER: _____ SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: 5044 Jones ST.
Mariposa, CA 95338

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 10/2/2024

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street
6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CCSA - Mariposa County Unified School District
P.O. Box 8
Mariposa, CA 95338

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: Central CA Schools Authority

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	CCSA-001-07	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 5,000,000
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 750,000
	[ ] CLAIMS MADE [ ] OCCUR				MED EXPENSE (Any one person)	$
					PERSONAL & ADV INJURY	$ 5,000,000
					GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 5,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC					
A	**AUTOMOBILE LIABILITY**	CCSA-001-07	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	[ ] ANY AUTO					$
	[X] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[X] HIRED AUTOS					
	[X] NON-OWNED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE – EA EMPLOYEE	$
					E.L. DISEASE – POLICY LIMIT	$
A	**OTHER** School Board Legal Liability	CCSA-001-07	7/1/2024	7/1/2025	Each Claim Aggregate	5,000,000 5,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Self-Insured Retention: The limits of liability shown above apply excess of a $250,000 per occurrence; per accident; or, per claim self-insured retention.

When required by written agreement that the Named Member has entered into with the Certificate Holder:
1. The Certificate Holder and others are included as a Member for General Liability and Automobile Liability as per Change Endorsement 7: Who Is A Member - Item E,F or G;
2. This insurance is primary and non-contributory coverage as per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 8.c; or;
3. The Authority waives its rights of recovery against the Certificate Holder and others per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 17.f.

RE: Encroachment Permit - Mariposa Elementary School Halloween Parade - 10/31/2024

CERTIFICATE HOLDER

Mariposa County
Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE. PLEASE READ CAREFULLY

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER:
CCSA-001-07	July 1, 2024	7
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED Excess Liability Memorandum of Coverage

Changes

Who Is A Member

In consideration of payment of the premium it is understood and agreed that the following WHO IS A MEMBER items A., B., and C. are added to this Memorandum of Coverage and applies to a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**.

WHO IS A MEMBER

A. You are a Member.

B. Each of the following is a Member while acting within the scope of their duties as such:

1. All persons who were, are now, or will be your elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.

2. Current or former commissions, boards or other entities, including their current or former members, under your exclusive operation and jurisdiction.

3. All of your current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the Member and under your direction and control.

4. All persons who perform a service on a volunteer basis for you, provided such performance is under your direction and control. This does not include any person working on retainer or as an independent contractor.

5. Student Body Organizations including Student Body Clubs.

6. Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by **your** governing board as on file with **us**.

7. Students, including the parents or legal guardians of those students, who serve as members of your safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.

8. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.

9. The estate of any person in 1. Through 7. Above

C. Any entity or organization you newly acquire or form and over which you have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to **injury or damage** that occurred before you acquired or formed the entity or organization; and

3. Coverage does not apply to **injury or damage** arising out of an **event** committed before you acquired or formed the entity or organization.

It is understood and agreed that the following WHO IS MEMBER, items D., E., F. and G. are added to this Memorandum of Coverage and applies only to a covered **event** under Coverage A of the **Controlling Underlying Insurance**.

D. Any person, entity, or any organization while acting as your real estate manager.

E. Any person, entity, or any organization you are required by a covered contract to include as a Member. This coverage will be limited to the extent of coverage and Limits of Liability required by the covered contract and will not increase the limits stated in **SECTION II - LIMITS OF COVERAGE** or alter any of the terms of coverage stated in this Memorandum of Coverage. The covered contract must be effective and executed prior to a covered **event**.

F. Any other person, entity or any organization that has been included as a Member by Endorsement to the **Controlling Underlying Insurance.**

G. With respect to:

Mobile equipment or any auto, any person is a Member while driving such auto or mobile equipment with your permission. Any person, entity, or organization responsible for the conduct of such person is also an Member, but only with respect to **injury or damage** arising out of the operation of the auto or mobile equipment.

However, the owner or anyone else from whom you hire or borrow an auto is a Member only if that auto is a trailer connected to an auto you own.

However, no person, entity, or organization is a Member under this paragraph G. with respect to:

1. **Injury or Damage** to property owned by you or the employer of any person who is a Member under this provision;

2. Any auto you hire or borrow from one of your employees, volunteers or members of their households, if they are the owner of such auto, unless acting within the scope of their duties on your behalf;

3. Any auto being used by a person employed in the business of selling, servicing, repairing, or parking autos unless they are your employees; or

4. The movement of property to or from an auto except you, your employees, lessees or borrowers of such auto, and any employee of the lessees or borrowers.

H. For a covered **event** under Coverage B of the **Controlling Underlying Insurance**, no person, entity or organization is a Member with respect to any of the following boards, commissions or entities:

1. Airports;

2. Transit authorities;

3. Hospitals, nursing homes, clinics or other similar health facilities;

4. Housing authorities; or

5. Port authorities

I. For a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**, no person, entity, or organization is a Member with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the Annual Renewal Statement, CCSA Excess Liability Memorandum of Coverage Declarations, CCSA Named Member Endorsement or an Endorsement amending this Memorandum of Coverage.

Failure to maintain **underlying insurance** in effect, will not invalidate coverage provided under this Memorandum, but coverage provided under this Memorandum will apply as if the **underlying insurance** were in full effect.

The **Named Member** must notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits are, or scope of coverage of any **underlying insurance** is, changed.

8. **Other Coverage**
   a. This coverage is excess over, and shall not contribute with, any other coverage, whether primary, excess, contingent or any other basis. This condition will not apply to coverage specifically written as excess over this Memorandum.

      When this coverage is excess and if no other underlying insurer defends, we may undertake to do so, but we will be entitled to the member's rights against all those other underlying insurers.

   b. When this coverage is excess over other coverage, we will pay only our share of the **ultimate net loss** that exceeds the sum of:

      (1) The total amount that all such other **underlying insurance** would pay for the loss in the absence of the coverage provided under this Memorandum; and

      (2) The total of all deductible and self-insured amounts under all that other **underlying insurance**.

   c. If you are required by a written contract, agreement, or permit to provide primary insurance for a member covered under this Memorandum of Coverage, the coverage afforded under this Memorandum shall be primary coverage for that member, when the **controlling underlying insurance** is primary for that member.

      If you are required by a written contract, agreement or permit to provide primary and non-contributory insurance for a member covered under this Memorandum of Coverage, the coverage shall be primary coverage and we will not seek contribution from any other Memorandum of Coverage or policy of insurance where the member is **a Named Member** or Named Insured, when the **controlling underlying insurance** is primary and non-contributing coverage for that member.

   d. If the coverage provided to the member is required by an written contract, agreement or permit, the coverage afforded to such member will not be broader than that which you are required to provide such member and the most we will pay on behalf of the member is the amount of coverage:

      (1) Required by the contract, agreement or permit; or

      (2) Available under the applicable Limits of Coverage shown in the CCSA Excess Liability Memorandum of Coverage Declarations.

9. **Premium Audit**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. If the premium is a flat charge, this is the annual premium. If the premium is not flat, this Memorandum is auditable and the advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the **Named Member**. The due date for audit premium is the date shown as the due date on the invoice. If the sum of the advance and audit premiums paid for the coverage period is greater than the earned premium, we will return the excess to the **Named Member**, subject to a minimum premium, if applicable.

10. **Loss Payable**
    Liability under this Memorandum does not apply to a given claim unless and until:

    a. The **Named Member** or **Named Member's controlling underlying insurer(s)** has/have become legally obligated to pay the **retained limit**; and

b. The obligation of the member to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the member, claimant, underlying insurer(s), including the **controlling underlying insurer(s)**, or the respective representative(s) of one or more of these and us; or the **retained limit** has been exhausted by the payment of **ultimate net loss.**

11. Legal Action Against Us

No person or organization has a right under this Memorandum:

a. To join us as a party or otherwise bring us into a suit asking for damages from an member; or

b. To sue us on this Memorandum unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an member; but we will not be liable for damages that are not payable under the terms of this Memorandum or that are in excess of the applicable Limits of Coverage.

12. Transfer Of Defense

a. **Defense Transferred To Us**

When the limits of **underlying insurance** have been exhausted by the payment of damages, costs or expenses, including defense expenses, in accordance with the provisions of **underlying insurance**, we may elect to have the defense transferred to us. The member or the applicable underlying insurer(s) will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this coverage applies and which would have been covered by the **controlling underlying insurance** had the applicable limit(s) of liability or limit(s) of coverage of **underlying insurance** not been exhausted.

b. **Defense Transferred By Us**

When we have elected to have the defense transferred to us and our Limits of Coverage have been exhausted by the payment of **ultimate net loss**, our defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Memorandum of any outstanding claims or suits seeking damages to which this coverage applies and which would have been covered by the **controlling underlying insurance** had the applicable limit(s) of liability or limit(s) of coverage of **underlying insurance** not been exhausted.

In the event that there is no coverage written as excess over this Memorandum, we will cooperate in the transfer of control of defense to the member and its designated representative(s).

14. Unintentional Errors and Omissions

Except in the case of fraud or intentional concealment or misrepresentation of material fact, failure of the **Named Member** to disclose any known hazard existing at the effective date of the Memorandum shall not prejudice the member with respect to the insurance afforded by the Memorandum.

14. Knowledge of Event

You shall be deemed to have knowledge of an **event** as of the date that your authorized representative receives notice of such **event**. Failure of any other of your agent(s) or employee(s) to notify us of an **event** in which the agent(s) or employee(s) has knowledge shall not invalidate the coverage afforded by this Memorandum.

15. Notice of Event

When the member reports an **event** to the workers compensation carrier insuring their workers compensation coverage which later develops into a liability claim for which this Memorandum provides coverage, failure to report such **event** to us at the time of the **event** shall not be deemed in violation of Paragraph 3. of this section.

16. Representations

By accepting this Memorandum, you agree that:

a. The information shown on the Declarations is accurate and complete;

b. The information is based upon representations you made to us. This includes representations in any application submitted to us for this coverage;

c. We have issued this Memorandum in reliance upon your representations; and

d. Except as otherwise provided in this Memorandum or by law, this Memorandum is void in any case of fraud or if you intentionally conceal or misrepresent any material facts concerning this Memorandum, in your application for this Memorandum or otherwise.

17. Subrogation – Recovery From Others

a. We have the right to recover all payments which we have made to or on behalf of the Member from anyone liable for a loss. If the Member recovers from anyone liable for a loss, we will be reimbursed first from such recovery to the extent of our payments to or on behalf of the Member. The Member expressly waives any rights it may have to recoup any uncovered portions of any loss prior to our recovery of the full amounts we paid hereunder.

b. If the Member does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, the Member agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the Member to recover from anyone liable for a loss. The Member will do everything necessary to protect those rights and help us to enforce them.

c. Any such recovery will be allocated in the following order:

1. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limits of Coverage** set forth on the Coverage Declarations or any endorsement, or to reimburse the Member to the extent there is no such other Memorandum of Coverage or insurance;

2. Then, we will be reimbursed for all of our payments under this Memorandum of Coverage;

3. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for all of their payments, if any;

4. Finally, any balance of the recovery will be paid to the Member.

d. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.

e. If such action is commenced by the Member, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.

f. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event we make any payment under this Memorandum of Coverage, we will waive our right of recovery against any person or organization with whom the Member has:

1. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **Event**, to waive its subrogation, contribution, or indemnity rights; or

2. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the Member can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the Member to waive its subrogation, contribution or indemnity rights.

SECTION IV – DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this coverage. In addition, the following definitions apply.

1. **Agreed settlement** means a settlement and release of liability signed by the member, claimant or the claimant's legal representative, underlying insurer(s), including the **controlling underlying insurer(s)**, or their respective representative(s), and us.

2. **Controlling underlying insurance** means any policy of insurance, memorandum of coverage or self-coverage designated as such in the SCHEDULE OF UNDERLYING INSURANCE. If no policy or memorandum is so designated, then the highest layer set forth in the SCHEDULE OF UNDERLYING INSURANCE for a particular coverage will be deemed the **controlling underlying insurance**.

3. **Controlling underlying insurer** means the insurer(s) providing a policy or the joint power authority(ies) providing a memorandum of coverage, **controlling underlying insurance** designated as such in the SCHEDULE OF UNDERLYING INSURANCE as **controlling underlying insurance**.

4. **Event** means an accident, occurrence, offense, act, error or omission or similar terms as defined in the liability coverage of **controlling underlying insurance** that applies to the **event.**

5. **Injury or damage** means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.

6. **Named Member** means the person or organization shown in the Named Member Endorsement to this Memorandum.

7. **Retained limit** means the available limits of the **controlling underlying insurance** applicable to a claim.

8. **Ultimate net loss** means the total sum that the member, after reduction for recoveries or salvages collectible, or any insurer providing **underlying insurance**, or both, become legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent and agreed to in writing.

   Ultimate net loss includes defense expenses if the **controlling underlying insurance** specifies that limits are reduced by defense expenses.

   Ultimate net loss does not include salaries and expenses of our employees or the member's employees; or recoveries or salvages collectible.

9. **Underlying insurance**:

   a. Means all of the primary or excess insurance policies, including the **controlling underlying insurance**, contributing to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE, including any

deductible amount(s), member's participation(s) or self- insured retention(s) beneath any such policy, and includes any renewals or replacements thereof; and

b. Includes any other policy's or policies' limits of insurance of the **Named Member** which are not listed in the SCHEDULE OF UNDERLYING INSURANCE, but which provide underlying coverage to those policies that are listed in the SCHEDULE OF UNDERLYING INSURANCE. Such policy's or policies' limits are in addition to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE.

The limits of **underlying insurance** as described in Paragraphs **a.** and **b.** above are deemed to be applicable regardless of:

(1) Any defense which the underlying insurer may assert;

(2) The member's failure to comply with any condition of any such policy; or

(3) The bankruptcy, insolvency or receivership of the underlying insurer.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
10/2/2024

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street
6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CCSA - Mariposa County Unified School District
P.O. Box 8
Mariposa, CA 95338

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: Central CA Schools Authority

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] MEMORANDUM [ ] PROJECT [ ] LOC	CCSA-001-07	7/1/2024	7/1/2025	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 5,000,000 $ 750,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CCSA-001-07	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000 $
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $ $ $
A	**OTHER** School Board Legal Liability	CCSA-001-07	7/1/2024	7/1/2025	Each Claim Aggregate	5,000,000 5,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Self-Insured Retention: The limits of liability shown above apply excess of a $250,000 per occurrence; per accident; or, per claim self-insured retention.

When required by written agreement that the Named Member has entered into with the Certificate Holder:
1. The Certificate Holder and others are included as a Member for General Liability and Automobile Liability as per Change Endorsement 7: Who Is A Member - Item E,F or G;
2. This insurance is primary and non-contributory coverage as per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 8.c; or;
3. The Authority waives its rights of recovery against the Certificate Holder and others per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 17.f.

RE: Encroachment Permit - Mariposa Elementary School Halloween Parade - 10/31/2024

CERTIFICATE HOLDER

Mariposa County
Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ CAREFULLY

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER:
CCSA-001-07	July 1, 2024	7
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED: Excess Liability Memorandum of Coverage

Changes

Who Is A Member

In consideration of payment of the premium it is understood and agreed that the following WHO IS A MEMBER items A., B., and C. are added to this Memorandum of Coverage and applies to a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**.

WHO IS A MEMBER

A. You are a Member.

B. Each of the following is a Member while acting within the scope of their duties as such:

1. All persons who were, are now, or will be your elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.

2. Current or former commissions, boards or other entities, including their current or former members, under your exclusive operation and jurisdiction.

3. All of your current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the Member and under your direction and control.

4. All persons who perform a service on a volunteer basis for you, provided such performance is under your direction and control. This does not include any person working on retainer or as an independent contractor.

5. Student Body Organizations including Student Body Clubs.

6. Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by **your** governing board as on file with **us**.

7. Students, including the parents or legal guardians of those students, who serve as members of your safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.

8. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.

9. The estate of any person in 1. Through 7. Above

C. Any entity or organization you newly acquire or form and over which you have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to **injury or damage** that occurred before you acquired or formed the entity or organization; and

3. Coverage does not apply to **injury or damage** arising out of an **event** committed before you acquired or formed the entity or organization.

It is understood and agreed that the following WHO IS MEMBER, items D., E., F. and G. are added to this Memorandum of Coverage and applies only to a covered **event** under Coverage A of the **Controlling Underlying Insurance**.

D. Any person, entity, or any organization while acting as your real estate manager.

E. Any person, entity, or any organization you are required by a covered contract to include as a Member. This coverage will be limited to the extent of coverage and Limits of Liability required by the covered contract and will not increase the limits stated in **SECTION II - LIMITS OF COVERAGE** or alter any of the terms of coverage stated in this Memorandum of Coverage. The covered contract must be effective and executed prior to a covered **event**.

F. Any other person, entity or any organization that has been included as a Member by Endorsement to the **Controlling Underlying Insurance.**

G. With respect to:

Mobile equipment or any auto, any person is a Member while driving such auto or mobile equipment with your permission. Any person, entity, or organization responsible for the conduct of such person is also an Member, but only with respect to **injury or damage** arising out of the operation of the auto or mobile equipment.

However, the owner or anyone else from whom you hire or borrow an auto is a Member only if that auto is a trailer connected to an auto you own.

However, no person, entity, or organization is a Member under this paragraph G**.** with respect to:

1. **Injury or Damage** to property owned by you or the employer of any person who is a Member under this provision;

2. Any auto you hire or borrow from one of your employees, volunteers or members of their households, if they are the owner of such auto, unless acting within the scope of their duties on your behalf;

3. Any auto being used by a person employed in the business of selling, servicing, repairing, or parking autos unless they are your employees; or

4. The movement of property to or from an auto except you, your employees, lessees or borrowers of such auto, and any employee of the lessees or borrowers.

H. For a covered **event** under Coverage B of the **Controlling Underlying Insurance**, no person, entity or organization is a Member with respect to any of the following boards, commissions or entities:

1. Airports;

2. Transit authorities;

3. Hospitals, nursing homes, clinics or other similar health facilities;

4. Housing authorities; or

5. Port authorities

I. For a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**, no person, entity, or organization is a Member with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the Annual Renewal Statement, CCSA Excess Liability Memorandum of Coverage Declarations, CCSA Named Member Endorsement or an Endorsement amending this Memorandum of Coverage.

Failure to maintain **underlying insurance** in effect, will not invalidate coverage provided under this Memorandum, but coverage provided under this Memorandum will apply as if the **underlying insurance** were in full effect.

The **Named Member** must notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits are, or scope of coverage of any **underlying insurance** is, changed.

8. Other Coverage

a. This coverage is excess over, and shall not contribute with, any other coverage, whether primary, excess, contingent or any other basis. This condition will not apply to coverage specifically written as excess over this Memorandum.

When this coverage is excess and if no other underlying insurer defends, we may undertake to do so, but we will be entitled to the member's rights against all those other underlying insurers.

b. When this coverage is excess over other coverage, we will pay only our share of the **ultimate net loss** that exceeds the sum of:

(1) The total amount that all such other **underlying insurance** would pay for the loss in the absence of the coverage provided under this Memorandum; and

(2) The total of all deductible and self-insured amounts under all that other **underlying insurance**.

c. If you are required by a written contract, agreement, or permit to provide primary insurance for a member covered under this Memorandum of Coverage, the coverage afforded under this Memorandum shall be primary coverage for that member, when the **controlling underlying insurance** is primary for that member.

If you are required by a written contract, agreement or permit to provide primary and non-contributory insurance for a member covered under this Memorandum of Coverage, the coverage shall be primary coverage and we will not seek contribution from any other Memorandum of Coverage or policy of insurance where the member is **a Named Member** or Named Insured, when the **controlling underlying insurance** is primary and non-contributing coverage for that member.

d. If the coverage provided to the member is required by an written contract, agreement or permit, the coverage afforded to such member will not be broader than that which you are required to provide such member and the most we will pay on behalf of the member is the amount of coverage:

(1) Required by the contract, agreement or permit; or

(2) Available under the applicable Limits of Coverage shown in the CCSA Excess Liability Memorandum of Coverage Declarations.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If the premium is a flat charge, this is the annual premium. If the premium is not flat, this Memorandum is auditable and the advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the **Named Member**. The due date for audit premium is the date shown as the due date on the invoice. If the sum of the advance and audit premiums paid for the coverage period is greater than the earned premium, we will return the excess to the **Named Member**, subject to a minimum premium, if applicable.

10. Loss Payable

Liability under this Memorandum does not apply to a given claim unless and until:

a. The **Named Member** or **Named Member's controlling underlying insurer(s)** has/have become legally obligated to pay the **retained limit**; and

b. The obligation of the member to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the member, claimant, underlying insurer(s), including the **controlling underlying insurer(s)**, or the respective representative(s) of one or more of these and us; or the **retained limit** has been exhausted by the payment of **ultimate net loss.**

11. Legal Action Against Us

No person or organization has a right under this Memorandum:

a. To join us as a party or otherwise bring us into a suit asking for damages from an member; or

b. To sue us on this Memorandum unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an member; but we will not be liable for damages that are not payable under the terms of this Memorandum or that are in excess of the applicable Limits of Coverage.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of **underlying insurance** have been exhausted by the payment of damages, costs or expenses, including defense expenses, in accordance with the provisions of **underlying insurance**, we may elect to have the defense transferred to us. The member or the applicable underlying insurer(s) will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this coverage applies and which would have been covered by the **controlling underlying insurance** had the applicable limit(s) of liability or limit(s) of coverage of **underlying insurance** not been exhausted.

b. Defense Transferred By Us

When we have elected to have the defense transferred to us and our Limits of Coverage have been exhausted by the payment of **ultimate net loss**, our defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Memorandum of any outstanding claims or suits seeking damages to which this coverage applies and which would have been covered by the **controlling underlying insurance** had the applicable limit(s) of liability or limit(s) of coverage of **underlying insurance** not been exhausted.

In the event that there is no coverage written as excess over this Memorandum, we will cooperate in the transfer of control of defense to the member and its designated representative(s).

14. Unintentional Errors and Omissions

Except in the case of fraud or intentional concealment or misrepresentation of material fact, failure of the **Named Member** to disclose any known hazard existing at the effective date of the Memorandum shall not prejudice the member with respect to the insurance afforded by the Memorandum.

14. Knowledge of Event

You shall be deemed to have knowledge of an **event** as of the date that your authorized representative receives notice of such **event**. Failure of any other of your agent(s) or employee(s) to notify us of an **event** in which the agent(s) or employee(s) has knowledge shall not invalidate the coverage afforded by this Memorandum.

15. Notice of Event

When the member reports an **event** to the workers compensation carrier insuring their workers compensation coverage which later develops into a liability claim for which this Memorandum provides coverage, failure to report such **event** to us at the time of the **event** shall not be deemed in violation of Paragraph 3. of this section.

16. Representations

By accepting this Memorandum, you agree that:

a. The information shown on the Declarations is accurate and complete;

b. The information is based upon representations you made to us. This includes representations in any application submitted to us for this coverage;

c. We have issued this Memorandum in reliance upon your representations; and

d. Except as otherwise provided in this Memorandum or by law, this Memorandum is void in any case of fraud or if you intentionally conceal or misrepresent any material facts concerning this Memorandum, in your application for this Memorandum or otherwise.

17. Subrogation – Recovery From Others

a. We have the right to recover all payments which we have made to or on behalf of the Member from anyone liable for a loss. If the Member recovers from anyone liable for a loss, we will be reimbursed first from such recovery to the extent of our payments to or on behalf of the Member**.** The Member expressly waives any rights it may have to recoup any uncovered portions of any loss prior to our recovery of the full amounts we paid hereunder.

b. If the Member does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us**,** the Member agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the Member to recover from anyone liable for a loss. The Member will do everything necessary to protect those rights and help us to enforce them.

c. Any such recovery will be allocated in the following order:

1. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limits of Coverage** set forth on the Coverage Declarations or any endorsement, or to reimburse the Member to the extent there is no such other Memorandum of Coverage or insurance;

2. Then, we will be reimbursed for all of our payments under this Memorandum of Coverage;

3. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for all of their payments, if any;

4. Finally, any balance of the recovery will be paid to the Member.

d. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.

e. If such action is commenced by the Member, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.

f. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event we make any payment under this Memorandum of Coverage, we will waive our right of recovery against any person or organization with whom the Member has:

1. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **Event**, to waive its subrogation, contribution, or indemnity rights; or

2. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the Member can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the Member to waive its subrogation, contribution or indemnity rights.

SECTION IV – DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this coverage. In addition, the following definitions apply.

1. **Agreed settlement** means a settlement and release of liability signed by the member, claimant or the claimant's legal representative, underlying insurer(s), including the **controlling underlying insurer(s)**, or their respective representative(s), and us.

2. **Controlling underlying insurance** means any policy of insurance, memorandum of coverage or self-coverage designated as such in the SCHEDULE OF UNDERLYING INSURANCE. If no policy or memorandum is so designated, then the highest layer set forth in the SCHEDULE OF UNDERLYING INSURANCE for a particular coverage will be deemed the **controlling underlying insurance**.

3. **Controlling underlying insurer** means the insurer(s) providing a policy or the joint power authority(ies) providing a memorandum of coverage, **controlling underlying insurance** designated as such in the SCHEDULE OF UNDERLYING INSURANCE as **controlling underlying insurance**.

4. **Event** means an accident, occurrence, offense, act, error or omission or similar terms as defined in the liability coverage of **controlling underlying insurance** that applies to the **event.**

5. **Injury or damage** means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.

6. **Named Member** means the person or organization shown in the Named Member Endorsement to this Memorandum.

7. **Retained limit** means the available limits of the **controlling underlying insurance** applicable to a claim.

8. **Ultimate net loss** means the total sum that the member, after reduction for recoveries or salvages collectible, or any insurer providing **underlying insurance**, or both, become legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent and agreed to in writing.

   Ultimate net loss includes defense expenses if the **controlling underlying insurance** specifies that limits are reduced by defense expenses.

   Ultimate net loss does not include salaries and expenses of our employees or the member's employees; or recoveries or salvages collectible.

9. **Underlying insurance**:

   a. Means all of the primary or excess insurance policies, including the **controlling underlying insurance**, contributing to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE, including any

deductible amount(s), member's participation(s) or self- insured retention(s) beneath any such policy, and includes any renewals or replacements thereof; and

b. Includes any other policy's or policies' limits of insurance of the **Named Member** which are not listed in the SCHEDULE OF UNDERLYING INSURANCE, but which provide underlying coverage to those policies that are listed in the SCHEDULE OF UNDERLYING INSURANCE. Such policy's or policies' limits are in addition to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE.

The limits of **underlying insurance** as described in Paragraphs **a.** and **b.** above are deemed to be applicable regardless of:

(1) Any defense which the underlying insurer may assert;

(2) The member's failure to comply with any condition of any such policy; or

(3) The bankruptcy, insolvency or receivership of the underlying insurer.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-453

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206.00 for the Annual Coulterville Trunk or Treat Event to be Held on October 26, 2024, from 5:00 PM to 10:00 PM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206.00 for the Annual Coulterville Trunk or Treat Event to be Held on October 26, 2024, from 5:00 PM to 10:00 PM.

The event is primarily focused on the first section of Main Street between Highway 49 and Pine Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the past, the Board has authorized the Public Works Director to waive the encroachment fee for this event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the event will not take place.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Coulterville Trucnk or Treat Encroachment Permit**
2. **Coulterville Trucnk or Treat Letter to Board of Supervisors**
3. **Coulterville Trucnk or Treat COI**
4. **Coulterville Trunk or Treat Road Closure and Detour Map**

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
EXCUSED:	District II Supervisor Shannon Poe

APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 9-26-24 Building Permit #: _____

APPLICANT: Hettie Jane Tyler

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Main St. Coulterville AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☒ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 10-26-24
   ☐ OTHER (EXPLAIN BELOW)

   Trunk or Treat on October 26th From 5pm - 10pm

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Main st Coulterville From Pine St to Hwy 49

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: N/A

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: _____

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: Hettie Jane Tyler

PHONE NUMBER: _____ SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: P.O. Box 56
Coulterville CA 95311

MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 I P.O. Box 425 Mariposa, CA 95338 I 209.966.2456 I www.mariposachamber.org

September 26, 2024

To: Mariposa County Board of Supervisors
From: HettieJane Tyler, President of CTTC, and % Mariposa Chamber of Commerce
Re: Coulterville's Trunk or Treat, October 26, 2024

The Coulterville Trunk or Treat Committee (CTCC) is hosting the annual Trunk or Treat celebration on the last Saturday in October. The event is primarily focused on the first section of Main St. between Hwy 49 and Pine St. To ensure safety of our children and families we've submitted a road closure permit request to encompass the event period a few hours that evening.

As always we will be inviting SCOPE and Sheriffs Department to lend a hand.

This event is free to our community and beyond, organized by a small troop with a limited budget. We would like to ask the board to waive the permit fees associated and for the Chamber of Commerce to sponsor with the insurance.

Thank you for your consideration, also we would love for you and your families to attend.

-HettieJane Tyler

(Typed by Kari Kisela at the Mariposa Chamber of Commerce)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

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

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

PRODUCER	CONTACT NAME: Jeff Shaw
Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	PHONE (A/C, No, Ext): 209-742-6660 FAX (A/C, No): 209-966-4940 E-MAIL ADDRESS: jshaw@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability Insurance Company	
INSURER B: Mid-Century Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Mariposa County Chamber of Commerce, PO Box 425, Mariposa CA 95338

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X		CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A09599247	05/01/2024	05/01/2025	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion St
Mariposa CA 95338

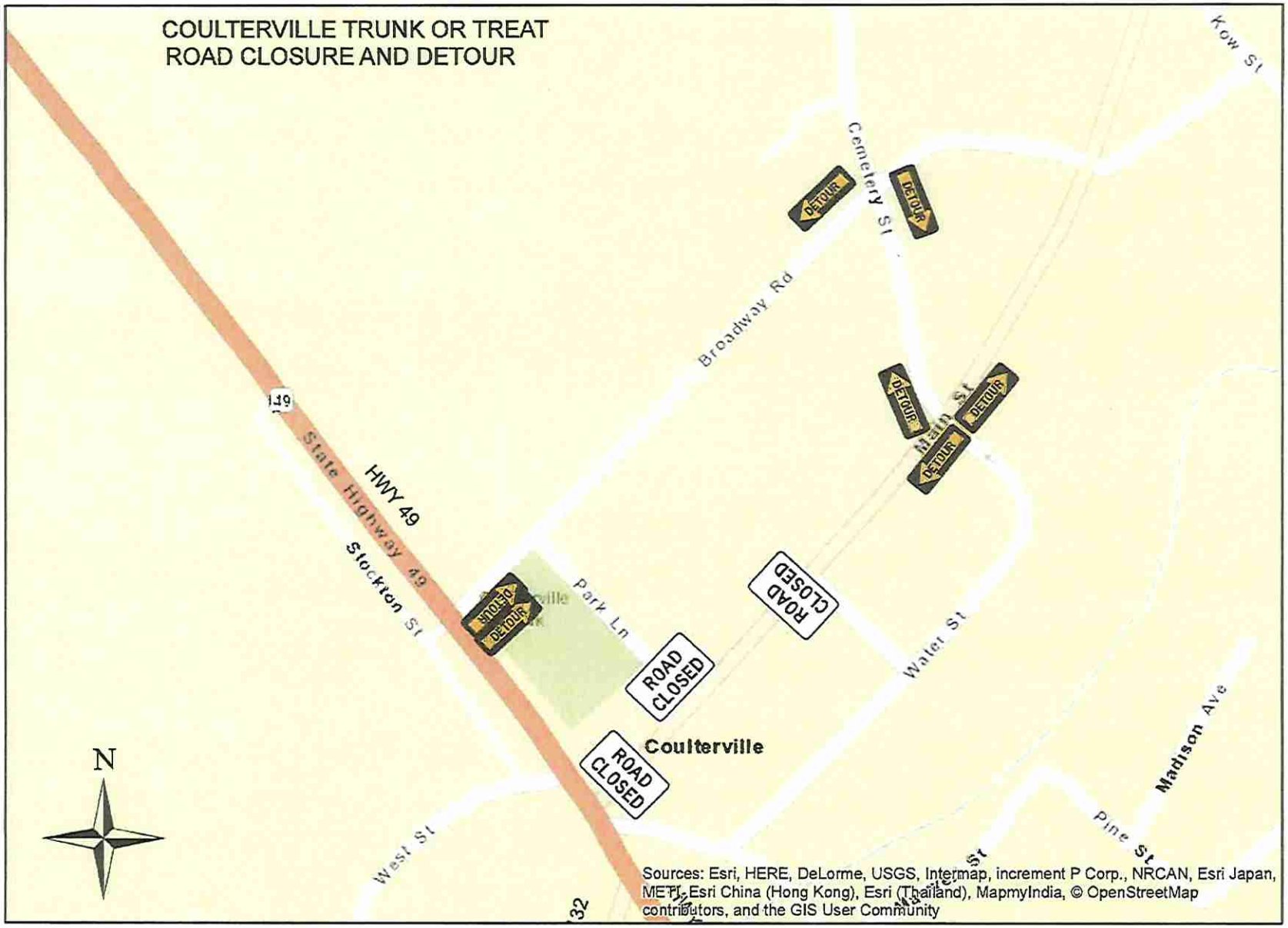
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Clear All


COULTERVILLE TRUNK OR TREAT
ROAD CLOSURE AND DETOUR
Kow St
Cemetery St
Broadway Rd
DETOUR
DETOUR
DETOUR
DETOUR
DETOUR
Main St
HWY 49
State Highway 49
Stockton St
Park Ln
ROAD CLOSED
ROAD CLOSED
ROAD CLOSED
Water St
Coulterville
Madison Ave
Pine St
West St
N
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Proclaim the Week of October 23rd Through October 31st, 2024, as "RED RIBBON WEEK"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of October 23rd Through October 31st, 2024, as "RED RIBBON WEEK"

Red Ribbon Week is a week set aside by law enforcement, schools, parent organizations, and community groups throughout the nation to call attention to the destructiveness of alcohol and drug abuse. The Red Ribbon program focuses on substance abuse education and prevention while encouraging individuals to abstain from substance use throughout the year.

Over the last several years, the Mariposa County Sheriff's Office has partnered with Mariposa Safe Families to coordinate activities throughout all schools within the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In past years, the Board has proclaimed the last week in October as Red Ribbon Week.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this item and miss the opportunity to draw attention to this important use.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Red Ribbon Week**
2. **Red Ribbon Week**

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

EXCUSED: District II Supervisor Shannon Poe

The Mariposa County Board of Supervisors

proclaims the

Week of October 23rd through October 31st, 2024

as

"Red Ribbon Week"

WHEREAS, alcohol and other drug use and abuse has reached pandemic stages in California and throughout the United States; and

WHEREAS, Californians for Drug-Free Youth, Inc. (CADFY) coordinates the California Red Ribbon Celebration, in cooperation with the National Family Partnership to offer our citizens the opportunity to demonstrate their commitment to healthy drug-free lifestyles; and

WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this weeklong celebration; and

WHEREAS, the County of Mariposa further commits resources and urges the community to participate in alcohol and other drug prevention programs and activities to ensure the success of the **RED RIBBON CELEBRATION** and year-round alcohol and other drug prevention efforts.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims October 23rd through October 31st, 2024, as "**RED RIBBON WEEK"** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15th day of October 2024 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

RED RIBBON WEEK

SPIRIT DAYS

Mariposa Safe Families

LIFE IS A MOVIE.
FILM DRUG FREE

OCTOBER 23-31

WED 10/23:
MATCH ME, I'M BULLY FREE! - MATCH WITH ALL YOUR FRIENDS/CLASS

MARIPOSA COUNTY Friday Night Live PARTNERSHIP

THUR 10/24:
TEAM UP AGAINST DRUGS- JERSEY/CAREER DAY

FRI 10/25:
"RED" Y TO BE DRUG & BULLY FREE- RALLY IN RED DAY!

MON 10/28:
SOCK IT TO DRUGS-CRAZY SOCK DAY!

TUES 10/29:
BULLY FREE LOOKS LIKE ME DAY- WEAR WHAT MAKES YOU COMFORTABLE

WED 10/30:
CHASE DREAMS, NOT DRUGS- PAJAMA DAY

THUR 10/31:
MAKE DRUGS SCREAM-HALLOWEEN!

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-454

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve First Amendment to Agreement with Mark43, Increasing the Amount by $30,822.53 for a New Amount Not to Exceed $1,125,154.53 for the Sheriff's Office Records Management and Computer Aided Dispatching System; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Mark43, Increasing the Amount by $30,822.53 for a New Amount Not to Exceed $1,125,154.53 for the Sheriff's Office Records Management and Computer Aided Dispatching System; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment includes additional licenses allowing Probation to self dispatch to calls as well as track their units for officer safety purposes. This amendment also includes "Third Party Terminals" which allows for a CLETS (California Law Enforcement Telecommunication System) interface with the District Attorney's Office, Superior Court and Probation allowing them to view CLETS derived information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved amendments to contracts in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, those Third Party agencies will not be able to access CLETS and the Sheriff's Office will lack the necessary licenses needed for officer safety.

FINANCIAL IMPACT

This increase will take place in future fiscal years. The funds will be requested at that time.

ATTACHMENTS

1. Amended Mark43 Agreement 25-29

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

EXCUSED: District II Supervisor Shannon Poe

MARK43
8 West 40th Street, 2nd Fl.
New York, NY 10018
mark43.com

CHANGE ORDER NO. 1

Subscriber Name	Mariposa County	Change Order No. 1 Effective Date	

CHANGE ORDER SUMMARY

This Change Order amends that certain Software License and Services Agreement, dated as of February 20, 2024, by and between Mark43, Inc. and Mariposa County (the "SLSA") and the Statement of Work (the "SOW") entered into in connection therewith. In the event of a conflict between the terms of the SLSA or SOW and this Change Order, the terms of this Change Order will prevail. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the SLSA and SOW.

The purpose of this Change Order is to add certain Services to the SLSA and update the list of interfaces referenced in the SOW.

In consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to modify the SLSA and SOW as follows:

CHANGE ORDER DETAILS

1. The Order Form set forth on Schedule D to the Existing Agreement is hereby deleted in its entirety and replaced with the Order Form attached as Exhibit A hereto.

2. The table set forth in the "Interfaces: 3rd Party Interfaces" section of the SOW is hereby deleted in its entirety and replaced with the following:

Interface Name	Product Involved	Direction	Level
ANI/ALI	CAD	Inbound	0
Axon Evidence	RMS	Inbound	0

Mariposa County Signature: Print Name: Title:	**Mark43, Inc.** Signature: Print Name: Title:

MARK43
8 West 40th Street, 2nd Fl.
New York, NY 10018
mark43.com

EXHIBIT A

Order Form

1. **Services**. The Services covered by this Agreement consist of the following:

   SaaS Services with respect to the following Applications: Records Management including Case Management, and Property and Evidence (RMS); Computer Aided Dispatch including LE First Responder and On-Scene Mobile (CAD); and Analytics.

   Professional Services as detailed in the Statement of Work.

2. **Subcontractors**. White Box Technologies Inc.

3. **Initial Term**. The Initial Term is the five (5) year period commencing on the Effective Date.

4. **Renewal Terms**. Any Renewal Terms shall be for a period of five (5) years.

5. **Fees**. For the Initial Term, the following Fees will apply:

   Recurring Fees:

Mark43 SaaS Services – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
ANA 1: Analytics BI Suite Viewer	Not to Exceed 5 license(s)	$600.00	$600.00
ANA 2: Analytics BI Suite Explorer	Not to Exceed 3 license(s)	$1,440.00	$1,008.00
RMS 1: RMS Core	Not to Exceed 50 total sworn	$37,500.00	$35,625.00
RMS 2: RMS Case Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
RMS 3: RMS Property and Evidence Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 10 Telecommunicators	$36,000.00	$25,200.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$30,000.00	$16,500.00
MOB 1: OnScene Mobile Application for CAD	Not to Exceed 62 total sworn	$29,760.00	$20,832.00
Subtotal - Mark43 SaaS Services		$151,300.00	$114,165.00

Partner Products – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
PAR 6: ConnectCIC State Only	Site License for not to exceed 52 total sworn	$13,713.25	$13,713.25
PAR 2: Third Party Terminal	4 CLIPS devices	$2,554.20	$2,554.20
Subtotal – Partner Products		$16,267.45	$16,267.45

MARK43
8 West 40th Street, 2nd Fl.
New York, NY 10018
mark43.com

Total Recurring Fees	**$167,567.45**	**$130,432.45***

*A 5% year over year increase will apply to this amount for each year of the first Renewal Term. Additional increases may be applied at any time during the Term if required quantities increase.

One-Time Fees:

Mark43 Professional Services – One-Time Fees	Qty (if applicable)	List Price	Price to Subscriber
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	$110,133.00	$110,133.00
RMS One-Time Implementation Services (0-399)	1	$50,000.00	$50,000.00
CAD One-Time Implementation Services (1-14)	1	$50,000.00	$50,000.00
Implementation Services for Data Exchange Module	1	$10,000.00	$10,000.00
Implementation Services for CAD Responder	1	$24,000.00	$24,000.00
Implementation Services for Case Management Module	1	$2,000.00	$2,000.00
Implementation Services for Evidence Module	1	$2,000.00	$2,000.00
Implementation Services for Reports Module	1	$24,000.00	$24,000.00
Services T&M	8 days	$16,000.00	$16,000.00
Training Credits	60 hours	$33,000.00	$33,000.00
Migration Estimate: Reports - 2	1	$125,000.00	$125,000.00
Migration Estimate: Evidence	1	$150,000.00	$128,547.00
Level 1 Interface Development: ANI/ALI	1 interface(s)	$7,000.00	$7,000.00
Level 2 Interface Development: Axon Evidence	1 interface(s)	$10,000.00	$10,000.00
Subtotal – Professional Services		$613,133.00	$591,680.00

Partner Products/Services – One-Time	Qty (if applicable)	List Price	Price to Subscriber
PAR: CommSys Implementation	1	$8,320.00	$8,320.00
Subtotal – Professional Services		$8,320.00	$8,320.00

MARK43
8 West 40th Street, 2nd Fl.
New York, NY 10018
mark43.com

Total One-Time Fees	**$600,000.00**

6. Payment Schedule.

a. Initial Term: Subscriber will pay the Fees detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due according to the following schedule:	**$603,424.73**
	- Effective Date	*$300,000.00*
	- Application Setup Complete	*$78,113.25*
	- Go Live	*$78,113.25*
	- Change Order No. 1 Effective Date	*$3,424.73*
	- Production Data Migration Complete	*$143,773.50*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	**$130,432.45**
3	Year 3 Payment, due on the second anniversary of the Effective Date.	**$130,432.45**
4	Year 4 Payment, due on the third anniversary of the Effective Date.	**$130,432.45**
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	**$130,432.45**
	FIVE (5) YEAR TOTAL	**$1,125,154.53**

b. Renewal Term: Fees for any Renewal Term will be paid annually in advance on the anniversary of the Effective Date.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-74

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Mark43 in the Amount of $1,094,332 for a Public Safety Report Management System and Computer Aided Dispatch System; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mark43 in the Amount of $1,094,332 for a Public Safety Report Management System (RMS) and Computer-Aided Dispatch (CAD) System; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Sheriff's Office currently utilizes a Report Management System and Computer-Aided Dispatch system that no longer meets the needs of the agency.

Mark43 developed and has exclusive ownership of its SaaS platforms. These platforms are the leading and only widely deployed cloud-native systems in the market for records, dispatch, and analytics, and possess several unique features, such as being NIBRS/CIBRS centric at development, including context-sensitive editing and zero error rate capability.

The cloud-native solution allows Mark43 to provide MCSO with continuous releases of all existing product updates and enables data sharing with other Mark43 agencies if desired.

Mark43 incorporates changing federal and state laws/requirements. Mark43 is currently utilized by CA POST and CA DOJ as well as many of our surrounding agencies, making information sharing and communications seamless.

Our current legacy system stores event data across multiple programs, including handwritten logs, Mark43's system puts everything in one place. The hardware-agnostic software that is adaptable for any agency-approved web-enabled device. Single-application workflows eliminate transcription and constant window switching, creating a faster process for public safety staff writing reports, allowing them to return to the communities they protect and serve.

The first year payment of $600,000 will be paid for with set aside ARPA funds previously approved during the 2024 budget process. The remaining four years of the contract will be billed at $123,583 per year. Funding will be requested during the budget request process for each following fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved software system upgrades in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office will be forced to continue to use an antiquated, system that doesn't provide vital statistical and officer safety information.

FINANCIAL IMPACT

An increase of approximately $53,000 per year for the next four years for this upgraded state-of-the-art software program. These funds will be requested during the budget process each year.

ATTACHMENTS

1. **Mark43 Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of _February 20, 2024 (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 250 Hudson Street, 3rd Floor, New York, NY 10013, and the Mariposa County ("**Subscriber**"), with a place of business at 5099 Old Highway North, Mariposa County, CA 95338.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Affiliated Agency**" means any other government agency to which Subscriber is legally or contractually bound to share information.

1.3 "**Applicable Law(s)**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

1.4 "**Applications**" means the applications purchased by Subscriber as described in Schedule D.

1.5 "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.

1.6 "**Documentation**" means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.

1.7 **"Go Live"** means the date of cutover to each respective Mark43 Application.

1.8 **"Integrated Application"** means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).

1.9 "**Integrated Application Data**" means all data, information, content and other materials stored on an Integrated Application.

1.10 "**Integrated Application Provider**" means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

1.11 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.12 "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

1.13 "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

1.14 **"Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

1.15 **"Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

1.16 **"Statement of Work**" means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

1.17 "**Subscriber Data**" means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber's request, for data migration purposes.

1.18 "**Term**" means the Initial Term and any Renewal Terms.

1.19 **"Third-Party Component"** means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).

1.20 **"Third-Party Data"** means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.

1.21 "**Updates**" means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

1.22 "**Website**" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

1.23 "**Work Product**" means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2. PROVISION OF THE SERVICES AND SOFTWARE.

2.1 **SaaS Services**. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at https://mark43.zendesk.com/hc/en-us/articles/4409896858381-Technical-Requirements-for-Mark43-Applications, which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber. Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 **Professional Services**. Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule D and the Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the "**Support Services**").

2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or

otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.

2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Changes to Services**. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

2.8 **Data Sharing**. Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

3. PROPRIETARY RIGHTS; SUBSCRIBER DATA.

3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.

3.2 **Ownership and Reservation of Rights to Mark43 Intellectual Property.** As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law.

3.3 **Subscriber Feedback**. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.

3.4 **Usage Data**. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.

3.5 **Data Security**. Terms applicable to the privacy and security of Subscriber Data are set forth in the Data Processing Addendum attached as Schedule C hereto (the "**Data Processing Addendum**").

4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

4.1 **Third-Party Components.** Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the "**Third-Party Component Terms**"). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber's access to and use of the applicable Third-Party Component.

4.2 **Integrated Applications**. To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber's existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperation of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider's assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to the Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber's access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber's agreement(s) with the applicable Integrated Application Provider.

5. FEES AND PAYMENT TERMS.

5.1 **Fees for the Services**. Subscriber will pay the fees as stated in Schedule D (the "**Fees**") attached hereto in accordance with the payment schedule set forth in Schedule D. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of

Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Mark43 may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.

5.2 Overdue Payments. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.

5.3 Taxes. Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

(a) Initial Term**.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule D, unless and until terminated in accordance with Section 6.2 (the "**Initial Term**").

(b) Renewal Terms**.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule D (each, a "**Renewal Term**") at the rates set forth on Schedule D, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 Termination; Suspension of Services.

(a) Termination for Breach by Either Party. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) Termination for Non-Appropriation. Subscriber's payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under this Agreement, Subscriber may terminate this Agreement by giving Mark43 not less than thirty (30) days' prior written notice. Upon termination under this paragraph, Mark43 shall be entitled to compensation for all Services rendered prior to the effective termination date, plus any prepaid Fees, as well as reimbursement for reasonable costs actually incurred in closing out this Agreement.

(c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;

(c) Mark43 will provide Subscriber with a copy of the database containing Subscriber Data within ninety (90) days of the effective date of termination; and

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

6.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.4 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("Survival").

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

7.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

7.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

7.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

7.5 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7.6 Public Records.

(a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.

(b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure. Subscriber

shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

7.7 CJIS Standards; Employee Background Checks.

(a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a "**Hosting Provider**") to host the SaaS Services.

(b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.

(c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.

8.2 Sole Source Procurement. Subscriber represents that it has complied with all state and local laws related to this sole source award to Mark43. In addition, Subscriber represents that it has followed all sole source procedures, including any applicable public notice requirements, related to the award of this Agreement.

8.3 Services Warranty.

(a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.

(b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.4 Disclaimer. USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH

THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.

9.2 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

10.1 Indemnification by Mark43. Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or Hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the

Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.

10.2 **Indemnification by Subscriber**. To the extent consistent with Applicable Law, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.

10.3 **Procedures**. Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

11.1 **Notices**. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:	If to Subscriber:
Mark43, Inc. 250 Hudson Street 3rd Floor New York, NY 10013 Attn: CFO Email: steve.salberta@mark43.com	Mariposa County Sheriff's Office P.O. Box 276 Mariposa, CA 95338 Attn: Kevin Packard Email: kpackard@mariposacounty.org
Copy to:	Copy to:
Mark43, Inc. 250 Hudson Street 3rd Floor New York, NY 10013 Attn: General Counsel Email: contractnotices@mark43.com	Mariposa County Sheriff's Office P.O. Box 276 Mariposa, CA 95338 Attn: Lt. Mike Charman Email: mcharman@mariposacounty.org

11.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in

violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.3 **Governing Law**. This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within such state. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 **Dispute Resolution**. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.

(d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

11.5 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

11.6 **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.7 **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

11.8 **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11.9 **Subcontracting**. Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule D as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "**Subcontractor**"). Mark43 shall be responsible in

accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.

11.10 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.11 **Headings**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

11.12 **Counterparts**. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.13 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.14 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

11.15 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.16 **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 **Supporting Documents**.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the “Supporting Documents:”

- Schedule A: Support Services
- Schedule B: Third-Party Component Terms
- Schedule C: Data Processing Addendum

- Schedule D: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name: Danielle Bondshu

Title: Clerk of the Board

Date:_____

SUBSCRIBER

By:_____

Name: Miles Menetry

Title: Chair of Board

Date:_____

Approved as legal form

By: _____

Name: Steve Dahlem

Title: County Counsel

Date: _____

SCHEDULE A

Support Services

1. **Support Services**.

a. **Error Reporting**

When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an "**Error**"), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber's initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

b. **Response Priority Determination**

Mark43 will validate Subscriber's Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber's. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

c. **First Response, Resolution, and Updates**

Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43's identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

d. **Subscriber's Obligations**

Mark43's provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43's response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

First Response Commitment

Red	Orange	Yellow

1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F

Communication Commitment

	Red	Orange	Yellow
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue has been fixed.

Priority Definitions

- *Red* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43's systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

Issue Escalation & Resolution Methods: Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43's status page and/or via email updates in a support ticket.

2. **Service Level Agreement**. Mark43 shall provide the Applications in accordance with the following service levels ("**SLA**").

   a. **Monthly Uptime Commitment**.

Following Cutover to the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the "**Uptime Commitment**"), as follows:

- *RMS Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.

- *CAD Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the "Monthly Uptime Percentage" is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage = (100) – ((minutes of Downtime * 100) / (total minutes in month))

b. **Service Credit Calculation**.

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the "**Service Credits**"), as follows:

- *RMS Application*: If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the RMS Application, as illustrated here:

  RMS Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.10%))

- *CAD Application*: If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the CAD Application, as illustrated here:

  CAD Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.05%))

c. **Requesting Service Credits**.

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 250 Hudson Street, 3rd Floor, New York, NY 10013, Attn: Accounting, with a copy to accounting@mark43.com, or such other address provided by Mark43 from time to time, within fifteen (15) days following the end of the month in which the Downtime occurred. Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber's claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber's request is confirmed by Mark43. Subscriber's failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

d. **Additional Definitions**.

"**Downtime**" with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority

of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43's reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds "Downtime" periods together to calculate the overall monthly "Downtime."

"**In-Scope Application**" means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

"**In-Scope Application Features**" means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

"**Monthly Uptime Percentage**" has the meaning set forth in Section 2(a) of this SLA.

"**Scheduled Maintenance**" means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

e. **SLA Exclusions**. The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the "**SLA Exclusions**"):

- That is not an In-Scope Application;
- That occurs prior to Cutover;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

SCHEDULE B

Third-Party Component Terms

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Esri: Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. ("Esri") and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri's solution ("Esri Solution") including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution ("User") shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User's export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any "click-through" agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User's needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43's solution shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User's login credentials for the Esri Solution are for User only and may not be shared with other individuals.

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Auth0 (if elected):

Acceptable Use: https://cdn.auth0.com/website/legal/files/aup-19.pdf

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

https://info.rapidsos.com/rapidsos-integrations-signup

CommSys (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("CommSys") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("Mark43") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

(a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.

(b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.

(c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.

(d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

(e) You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.

(f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.

(g) You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

(h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i) Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

NEITHER COMMSYS NOR MARK43 MAKES, AND COMMSYS AND MARK43 EACH EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE COMMSYS PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL COMMSYS OR MARK43 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF BUSINESS, GOODWILL, DATA OR PROFITS, OR ARISING OUT OF CLAIMS FOR TORT, UNDER STATUTE, BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, OR OTHERWISE.

SCHEDULE C

Data Processing Addendum

1. **Definitions.** For purposes of this this Data Processing Addendum ("**DPA**"), "**Subprocessor**" means a Mark43 Affiliate or other third party engaged by Mark43 for the purpose of hosting, storing or otherwise processing Subscriber Data as authorized by this Agreement or otherwise in writing by Subscriber. Terms not otherwise defined in this DPA have the meaning set out in this Agreement.

2. **Subscriber Data.** The obligations in this Schedule apply to Subscriber Data in the custody or control of Mark43 and its Subprocessors. They do not apply to Subscriber Data in the custody or control of any other party, including Subscriber Data under Subscriber's custody or control outside of the Services or Subscriber Data maintained by an Integrated Application Provider or transmitted or accessed on or through an Integrated Application.

3. **Disclosure.** Mark43 will not disclose Subscriber Data to any third party except: (i) to Authorized Users; (ii) as permitted under this Agreement; (iii) to its Subprocessors, provided that each Subprocessor agrees to protect Subscriber Data in a manner substantially in accordance with this DPA; or as provided by this DPA with respect to any Disclosure Request. Notwithstanding the foregoing or anything in this DPA to the contrary, Subscriber acknowledges and agrees that (a) Mark43 utilizes major providers of cloud-based services for processing certain Subscriber Data through the Services (each, a "**Cloud Provider**"), (b) each Cloud Provider has its own data protection practices that are applicable to its delivery of services to its customers, and (c) Cloud Providers will not agree to separate data protection practices on a customer-by-customer basis; therefore, Cloud Providers will not be required to comply with the obligations in this DPA to the extent that they are inconsistent with each Cloud Provider's own data protection practices, but Mark43 will use reasonable efforts to assess that each Cloud Provider complies with its own data protection practices, which may include periodic examination of SOC 2 reports or comparable reports made available by Cloud Provider.

4. **Information Security Program.** Mark43 will implement and maintain a written information security program that contains reasonable administrative, technical and physical safeguards intended to protect Subscriber Data from unauthorized access, disclosure, use, modification, loss or destruction.

5. **Access.** Mark43 will maintain appropriate access controls to Subscriber Data, including limiting access to Subscriber Data only to personnel who require such access in order for Mark43 to provide Services to Subscriber or to otherwise exercise Mark43's rights or perform Mark43's obligations under this Agreement. Mark43 will require its personnel to protect Subscriber Data in accordance with the requirements of this DPA and will provide its personnel with appropriate information security training.

6. **Information Security.**
    a. Mark43 maintains its information security program and applicable safeguards at all Mark43 sites at which an information system that stores or otherwise processes Subscriber Data is located.
    b. Mark43 maintains network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.
    c. Mark43 will encrypt, using industry-standard encryption tools, all Subscriber Data that Mark43: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices. Mark43 will safeguard the confidentiality and availability of all encryption keys associated with encrypted Subscriber Data.
    d. Mark43 installs and maintains endpoint security measures such as anti-virus and malware protection software intended to protect Subscriber Data from malicious code.
    e. Mark43 undertakes appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.
    f. Mark43 develops software used to deliver the Services in accordance with secure software development principles.

7. **Security Incident Management.** Unless otherwise prohibited by law, Mark43 will notify Subscriber promptly (and in any event within seventy-two (72) hours) in the event Mark43 reasonably believes that there has been any unauthorized access, acquisition, disclosure, use, modification, loss or destruction of Subscriber Data ("**Security Incident**"). Mark43 will promptly investigate the Security Incident, will take necessary steps to eliminate or contain the exposure of Subscriber Data, and will keep Subscriber informed of the status of the Security Incident. Mark43 will provide reasonable assistance and cooperation requested

by Subscriber or Subscriber's designated representatives to correct, remediate, or investigate the Security Incident or to mitigate potential damage resulting from it, including any notification that Subscriber may determine appropriate to send to affected individuals, regulators or third parties.

8. **Business Continuity.** Mark43 implements appropriate disaster recovery and business continuity plans and reviews and updates such plans regularly. Back-up copies of critical business information and software are created regularly and tested to verify their integrity.

9. **Audits.** Upon Subscriber's request, Mark43 will make available to Subscriber up to once per year a copy of a third-party assessment, such as a SOC 2 report or comparable report ("**Third-Party Report**"), if Mark43 has obtained such a Third-Party Report for the Services; or if Mark43 has not obtained a Third-Party Report for the Services, Subscriber may provide to Mark43 a security assessment questionnaire related to the Services, which Mark43 will accurately and promptly complete. Such a questionnaire must be reasonable in scope and may include questions seeking verification of compliance with the terms and conditions of this DPA. All Third-Party Reports or information accessed by or otherwise disclosed to Subscriber in connection with any such review will be considered Confidential Information of Mark43.

10. **Return/Disposal.** Upon termination or expiration of this Agreement, Mark43 will cease handling Subscriber Data and will take reasonable steps to destroy Subscriber Data. If Mark43 has any legal obligation to retain any Subscriber Data, it will comply with relevant Applicable Laws and destroy such Subscriber Data in accordance with this DPA as soon as practicable after that legally required retention period has ended. If Mark43 disposes of any paper, electronic or other record containing Subscriber Data, Mark43 will take all reasonable steps to do so by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Subscriber Data in such records to make it unreadable, unreconstructable and indecipherable.

11. **Location of Subscriber Data.** Subscriber Data stored or transmitted through the SaaS Services in Subscriber's user accounts shall be hosted by a Cloud Provider in the United States.

SCHEDULE D

Order Form

1. **Services**. The Services covered by this Agreement consist of the following:

   SaaS Services with respect to the following Applications: Records Management including Case Management, and Property and Evidence (RMS); Computer Aided Dispatch including LE First Responder and On-Scene Mobile (CAD); and Analytics.

   Professional Services as detailed in the Statement of Work.

2. **Subcontractors**. White Box Technologies Inc.

3. **Initial Term**. The Initial Term is the five (5) year period commencing on the Effective Date.

4. **Renewal Terms**. Any Renewal Terms shall be for a period of five (5) years.

5. **Fees**. For the Initial Term, the following Fees will apply:

   Recurring Fees:

Mark43 SaaS Services – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
ANA 1: Analytics BI Suite Viewer	Not to Exceed 5 license(s)	$600.00	$600.00
ANA 2: Analytics BI Suite Explorer	Not to Exceed 3 license(s)	$1,440.00	$1,008.00
RMS 1: RMS Core	Not to Exceed 50 total sworn	$37,500.00	$35,625.00
RMS 2: RMS Case Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
RMS 3: RMS Property and Evidence Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 10 Telecommunicators	$36,000.00	$25,200.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$30,000.00	$16,500.00
MOB 1: OnScene Mobile Application for CAD	Not to Exceed 50 total sworn	$24,000.00	$16,800.00
Subtotal - Mark43 SaaS Services		$145,540.00	$110,133.00

Partner Products – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
PAR 6: ConnectCIC State Only	Site License for not to exceed 1 total sworn	$13,450.00	$13,450.00
Subtotal – Partner Products		$13,450.00	$13,450.00

Total Recurring Fees	**$158,990.00**	**$123,583.00***

*A 5% year over year increase will apply to this amount for each year of the first Renewal Term. Additional increases may be applied at any time during the Term if required quantities increase.

One-Time Fees:

Mark43 Professional Services – One-Time Fees	Qty (if applicable)	List Price	Price to Subscriber
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	$110,133.00	$110,133.00
RMS One-Time Implementation Services (0-399)	1	$50,000.00	$50,000.00
CAD One-Time Implementation Services (1-14)	1	$50,000.00	$50,000.00
Implementation Services for Data Exchange Module	1	$10,000.00	$10,000.00
Implementation Services for CAD Responder	1	$24,000.00	$24,000.00
Implementation Services for Case Management Module	1	$2,000.00	$2,000.00
Implementation Services for Evidence Module	1	$2,000.00	$2,000.00
Implementation Services for Reports Module	1	$24,000.00	$24,000.00
Services T&M	8 days	$16,000.00	$16,000.00
Training Credits	60 hours	$33,000.00	$33,000.00
Migration Estimate: Reports - 2	1	$125,000.00	$125,000.00
Migration Estimate: Evidence	1	$150,000.00	$128,547.00
Level 1 Interface Development: ESO Emergency Reporting: Cloud Fire RMS	1 interface(s)	$7,000.00	$7,000.00
Level 2 Interface Development: First Due: Fire & EMS RMS	1 interface(s)	$10,000.00	$10,000.00
Subtotal – Professional Services		$613,133.00	$591,680.00

Partner Products/Services – One-Time	Qty (if applicable)	List Price	Price to Subscriber
PAR: CommSys Implementation	1	$8,320.00	$8,320.00
Subtotal – Professional Services		$8,320.00	$8,320.00
Total One-Time Fees			**$600,000.00**

6. Payment Schedule.

a. Initial Term: Subscriber will pay the Fees detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due according to the following schedule:	**$600,000.00**
	- Effective Date	*$300,000.00*
	- Application Setup Complete	*$78,113.25*
	- Go Live	*$78,113.25*
	- Production Data Migration Complete	*$143,773.50*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	**$123,583.00**
3	Year 3 Payment, due on the second anniversary of the Effective Date.	**$123,583.00**
4	Year 4 Payment, due on the third anniversary of the Effective Date.	**$123,583.00**
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	**$123,583.00**
	FIVE (5) YEAR TOTAL	**$1,094,332.00**

b. Renewal Term: Fees for any Renewal Term will be paid annually in advance on the anniversary of the Effective Date.

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

MARK43

Statement of Work

Mariposa County

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Statement of Work Overview 4
Scope of Services 4
Preparation and Planning 4
Application Setup 4
Tenant Provisioning 4
RMS - Reports 5
RMS - Cases 6
RMS - Evidence 6
RMS - Admin: Setting Preferences 6
RMS - Admin: GIS/Locations 7
RMS - Admin: Technical Requirements 7
CAD - Dispatcher 8
CAD - First Responder 9
CAD - Admin: Setting Preferences 9
CAD - Admin: GIS/Locations 9
CAD - Admin: Technical Requirements 9
Application Validation 10
Outcome: Application Validation (For all in-scope applications) 10
Training 10
Launch 11
Interfaces 11
3rd Party Interfaces 11
CAD - CJIS Systems Interface/DEx 12
Data Migration 12
Project Close Out 12
Assumptions 13
Project Scope Exclusions 13
Planned On-Site Visits 13
Resourcing 14
Change Order Process 14
Miscellaneous 14
Roles and Responsibilities 15
Appendix 22
Data Migration Scope 1

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Data Migration Scope 22
Deliveries 27
Requirements 27

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Statement of Work Overview

This Statement of Work (“SOW”) outlines the Professional Services to be provided to Mariposa County (“Subscriber”) to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement (“SLSA”) entered into by Mark43 and Subscriber in conjunction with this SOW. The Mark43 Project Team shall perform in accordance with this SOW, which shall be effective as of the Effective Date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLSA.

Any changes to this document will be handled through a Change Order outlined in the Change Order Process section of this document. If a service is not listed in this document, it is not considered part of the project.

Scope of Services

Preparation and Planning

Description
Mark43 to provide overall project management and governance of the services purchased.

⋵ Project Kickoff Activities ⊂ Welcome email ⊂ Kickoff Meeting ⊂ Customer Journey overview ⊂ SOW review ⊂ Project Team overview ⊂ Review Prerequisites ⊂ Review on-Site visits (if applicable) ⊂ Review meeting cadence ⊂ Escalation Process	• Project Documentation / Ongoing Activities ○ Project Charter, Project Plan, and Key Milestones ○ Resource Scheduling ○ Weekly/bi-weekly project updates ○ Issue/Risk Management ○ Change Order Process

Application Setup

Tenant Provisioning

Description

The table below outlines the tenants to be provisioned during the project to the Subscriber.

Tenant Type	Number of Tenants (Agencies)
Core Foundation Tenants (Training)	1 (Mariposa County SO)
Production Tenants	1 (Mariposa County SO)

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

The setup of a tenant includes the following configurations:

∉ Tenant Setup
  ⊄ Subdomain (URL)
  ⊄ Tenant Status
  ⊄ Agency Information
  ⊄ Location Bias Settings
	○ Login Background
	○ Report Event Number (REN) Formatting
	○ Compliance/DEX Settings
	○ Upload Initial User List (Project SMEs)

Tenant Notes:

- ∉ Core foundation tenants are meant to serve as the environment where the applications and interfaces are configured, tested and validated.
  - ⊄ This is the environment that training will also take place in
- ∉ Depending on scope, tenants used for data migration testing will be “cloned” from core foundation tenants.
- ∉ Production tenants will be “cloned” from core foundation tenants
- ∉ If DataLake is in-scope, provisioning can occur for both the core foundation tenant and the production tenant

RMS - Reports

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Reports module in the RMS.

∉ Determine Report Types to be Active/Enabled
  ⊄ Exact number to be determined based on agency workflows and product subscription
∉ Configuration of specific Report Type Cards, Fields and Attributes
  ⊄ Dependant on Report Types that are Active/Enabled
  ⊄ Mark43 will provide a list of configurable cards, fields and attributes per Report Type
∉ Compliance/Offense Code Upload
  ⊄ Mark43 will provide a list of configurable fields/attributes per code
	∉ Other Tools
	  ⊄ Routing Labels
	  ⊄ Society Profiles
	  ⊄ Report Case Status
	∉ Default Settings for Each Report Type, including:
	  ⊄ Name of the Report
	  ⊄ Abbreviation
	  ⊄ Display Title Format
	  ⊄ Report History Settings
	  ⊄ Levels of Approval
	  ⊄ Creation Restriction Settings
	  ⊄ Record ID / Number Sequence Formatting
	  ○ User/Role Permissions
	● Workflow Routing Assistance for ReportApproval/Rejection

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

RMS - Cases

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Cases module in the RMS.

∉ Case Type Settings, including:
  ⊄ Case Name
  ⊄ Default Assigned Investigator
  ⊄ Default Routing Unit
  ⊄ Default Supervisor
  ⊄ Default Case Status
  ⊄ Default Due Date
  ⊄ Default Case Tasks
  ⊄ Default User and Role Permissions
	∉ Case Statuses
	∉ Workflow Routing Assistance for Case Creation

RMS - Evidence

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Evidence module in the RMS.

∉ Property Card Configuration
∉ Retention Policies
∉ Disposition Approval Settings
∉ Storage Locations
  ⊄ Drop-Off
  ⊄ Temporary
  ⊄ Permanent
	∉ Chain of Custody Options
	∉ Barcode Label Configuration
	∉ Label Printer Setup
	∉ Item Type Settings for Vehicles
	∉ Release Timer Settings
	∉ Review Evidence Exports to be Enabled

RMS - Admin: Setting Preferences

Description

The review and configuration assistance of select Administrative Settings within the RMS.

∉ Users, Roles and Abilities
  ⊄ Default Roles
  ⊄ Preferences for Abilities
	• Other Admin Tools
	  ⊄ Routing Labels
	  ⊄ Export Presets

⊄ Upload Users ∉ Permissions Configurations ⊄ Report Types ⊄ Additional Modules Enabled	⊄ Export Release Tracking ⊄ Narrative Guides ⊄ Uploading of Fillable PDFs (if applicable) ■ Fillable PDF creation or configuration not included ⊄ Uploading of Form Templates ■ Template creation or configuration not included ⊄ Workflow Status Terminology (Draft, Rejected, Pending, Approved, Completed) ⊄ Global Saved Searches ⊄ External Links ⊄ Tasks

RMS - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the RMS. It should be noted that many of these settings are not required for RMS only usage.

∉ Optional Shapefile Types ⊄ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ⊄ Address Points ⊄ Street Centerlines	• Other Optional Location Entities ⊄ Location Aliases ⊄ Street Aliases ⊄ Location Cautions ⊄ ESRI Basemap Layers

RMS - Admin: Technical Requirements

Description

Depending on which applications are in-scope, Mark43 will provide consultation on any technical requirements to set up the applications.

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

• Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops • SSO Configuration • Interfaces/Print Servers ⊄ 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server ⊄ Interface Application Configuration	• Barcode Printing for Evidence ⊄ Setup of Evidence Barcode Label Printers ∉ MIgrations ⊄ Setup of AWS S3 Storage/Azure Cloud Storage for Migration ⊄ Setup of AWS S3 RDS/Azure Cloud RDS Instance

CAD - Dispatcher

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Dispatcher Application in the CAD.

• Agency/Agency Code ○ Agency Name ○ Agency Abbreviation ○ Agency ORI ○ Agency Type (Police, Fire, EMS) ○ Disposition Required to Close Events ○ Automatic Event Based REN • Dispatch Area • Radio Channels ○ Primary Radio Channel ○ Radio Channel Abbreviation • Dispatch Group • Calls for Service Types ○ Priorities Attributes ○ Risk Level Attributes ○ CFS Types ■ CFS Abbreviation/Code ■ CFS Description ■ Buffer Minutes ■ Priority ■ Event Origin (Emergency Call, Non-Emergency) • Unit Statuses ○ Description ○ Abbreviation • Unit Status Transitions • Unit Timer • Event Clearing Dispositions	• Units/Unit Types ○ Unit Type Description ○ Unit Type Abbreviation ○ Unit Type ○ Units ■ Call Sign ■ Unit Type ■ Additional Unit Types ■ Equipment ■ Agency ■ Dispatch Area ■ Station ■ Is Member Required ■ Tag Number • Shortcut Keys ○ Shortcut Command ○ Shortcut Key Combination • Command Line ○ Command Abbreviation ○ Command Line Description • On-View ○ Self-Initiate • Workspaces & Queues • Call Taker Stations • Optional Configurations ○ Event Labels ○ Service Rotations ○ Messaging Groups ○ Contact List/Rolodex

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

○ Description ○ Abbreviation	

CAD - First Responder

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the First Responder Application in the CAD.

● Self-Initiate ○ CFS Types	● Shortcut Keys ○ Shortcut Command ○ Shortcut Key Combination

CAD - Admin: Setting Preferences

Description

The review and configuration assistance of select Administrative Settings within the CAD.

● Users ○ User Skill ● Roles/Abilities	● CAD Preferences

CAD - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the CAD.

∉ Optional Shapefile Types ⊄ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ⊄ Address Points ⊄ Street Centerlines	● Other Optional Location Entities ⊄ Location Aliases ⊄ Street Aliases ⊄ Location Cautions ⊄ ESRI Basemap Layers

CAD - Admin: Technical Requirements

Description

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Depending on which applications or services are in-scope, Mark43 will provide Subscriber with consultation on any technical requirements to set up the applications.

∉ Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops ⊄ Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations • SSO Configuration • Interfaces/Print Servers ⊄ 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server ⊄ Interface Application Configuration	• DEx Interface Deployment • Build Desktop Integration Services v2 Installer ∉ MIgrations ⊄ Setup of AWS S3 Storage/Azure Cloud Storage for Migration ⊄ Setup of AWS S3 RDS/Azure Cloud RDS Instance

Application Validation

Outcome: Application Validation (For all in-scope applications)

Description

Once the initial application has been configured (**Application Setup)**, Mark43 will provide baseline checklists that can be used to validate configurations.

Parallel Processing can also be conducted by utilizing Mark43 RMS/CAD side-by-side with the Subscriber's legacy RMS/CAD system in order to ensure that Mark43 RMS/CAD is configured properly.

Mark43 will then modify or work with the Subscriber to modify the system prior to training.

∉ Application Validation ⊄ Review/validate configurations for various modules ⊄ Modify the system as necessary	∉ Parallel Processing Activities ⊄ Review/validate configurations for various modul ⊄ Modify the system as necessary

Training

Description

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Mark43 offers a variety of Train the Trainer and Direct End User Training that can be performed on-site and/or virtually.

Training Hours In-Scope	Up to 60 hours total • Projected 30 hours for RMS (over the course of 1 week) • Projected 30 hours for CAD (over the course of 1 week)

The Mark43 project team will work with the subscriber's project team to schedule standard training courses based on Subscriber needs.

Launch

Description
Mark43 to provide the Subscriber with a cutover plan to ensure a smooth transition, including launch support resources and triaging support issues. Post-launch, Mark43 will provide a clear framework to the Subscriber for communicating any issues encountered, both in the immediate and long term.

• Pre-Launch Planning
  • Cutover Checklist
  • Production Tenant Setup
  • Review Launch Support Plan and Triage Plan
  • Introduction to the Mark43 Customer Support Team
  • Launch Issue Tracker
	• Launch Support
	  ○ In-Person or Virtual
	• Post-Launch Support
	  ○ Continued Support
	  ○ Issue Tracker Meeting
	• Launch Resourcing
	  ○ Up to 8 days in total (Services T&M)
	  ■ Projected 4 for RMS
	  ■ Projected 4 for CAD

Interfaces

3rd Party Interfaces

Description

Mark43 and Subscriber will perform the tasks required to design, develop, optimize, test and integrate the Mark43 Applications with third party systems listed below. Each interface will require its own Interface Scope Document once the project begins.

Interface Name	Product Involved	Direction	Level
ANI/ALI	CAD	Inbound	0
ESO Emergency Reporting: Cloud Fire RMS	CAD		1

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

First Due: Fire & EMS RMS	CAD	Inbound	2

CAD - CJIS Systems Interface/DEx

Description

Mark43 will work with the Subscriber to coordinate a successful CJIS and Data Exchange (DEx) CAD implementation through a partnership with a 3rd party CJIS systems interface provider.

• Purchase and Setup of CJIS Systems Interface server. (Subscriber is responsible for fully supporting the hardware and Operating System software). ○ Hardware Requirements: Mark43 will provide up to date documentation to the subscriber.	• Software Requirements: Mark43 will provide up to date documentation to the subscriber.

Data Migration

Description

Mark43 and Subscriber will perform the tasks required to migrate certain data from the legacy systems listed below.

Data Migration Type	Legacy System
Reports-2 (Up to 8 Legacy Data Reference Categories)	TracNet
Evidence	TracNet
Scope: See Appendix	

Project Close Out

Description

Mark43 Project Management will close out the project officially with the Subscriber, and transition the Subscriber to the Mark43 Customer Success team for ongoing support and operations.

• Project Close Out Meeting • Final Documentation Report	• Transition to Customer Success

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Assumptions

- Mark43 is not responsible for configuring non-Mark43 products.
- Professional Services is limited to the Scope of Services of each offering purchased.
- Mark43 is not responsible for evaluating the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Professional Services within this Statement of Work will be delivered to Subscriber remotely unless agreed otherwise.
- When combining individual professional services offerings (Core Application Setup, Additional Reports and/or Modules, Interfaces, Data Migration and Training), there will be one (1) project management/preparation phase, one (1) application setup phase, one (1) enablement phase and one (1) launch phase.
- Creating Subscriber-specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43.
- Mark43 is not responsible for the codes (offenses, charges, etc) or compliance mappings that will be enabled and maintained in the system.
- After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
- All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
- Mark43 Professional Services team will determine which support tickets directly impact the Outcomes listed herein, and will manage and resolve support cases that prevent the Outcomes from being completed. Any support cases not directly impacting project Outcomes will be managed by Mark43 Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.
- Remaining, open support cases will not keep this Statement of Work open as long as all Outcomes defined herein have been performed.
- Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
- Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

Project Scope Exclusions

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the SLSA.
- Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
- Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.
- Installation of any non-Mark43 software, servers, workstations or any other hardware.
- Export of Mark43 data to other systems or third parties other than those specified in the SLSA.

Planned On-Site Visits

During a standard Mark43 Services Engagement, Mark43 intends to be on-site with the Subscriber for the following sessions (dates to be determined in conjunction with Mark43 Project Manager).

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

All other work is intended to be done remotely throughout the engagement unless otherwise determined by the Statement of Work.

- Application Setup
  - ⊄ Up to 3 days
- Application Validation
  - ⊄ Up to 3 days
- Training
  - ⊄ Anticipated to take place on-site (depending on training schedule)
- On-Site Support
  - ⊄ TBD between project teams

Resourcing

- Mark43 will assign project resource(s) with the appropriate skills to deliver the Professional Services, including a project manager ("Mark43 Project Manager") to serve as a single point of contact for the administration and management of the project.
- Mark43 resources may be subject to change at any time throughout the project, where the Mark43 Project Manager will notify Subscriber as soon as practicable of any such changes.
- Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.
- In the event on-site delivery is agreed upon, those tasks identified to be performed on-site shall be at a deployment location mutually agreed to by the parties. On-site Deployment Services, if any, will be scheduled in a minimum of three (3) day blocks, where one (1) day equals eight (8) hours, subject to Subscriber's local business hours, unless otherwise agreed to by the parties.
- For any on-site visits, the Subscriber will be able to provide space and schedule the appropriate resources to attend any meetings.
- Mark43 resource(s) shall work within standard business hours and will adhere to Mark43's local office holiday schedule.
- Deployment Services shall not exceed 40 hours per week.
- Subscriber must provide a minimum of two (2) weeks advance written notice to reschedule Deployment Services. Such notice may be provided via e-mail to the Mark43 Project Manager.

Change Order Process

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.
- Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review.
- Until a Change Order is either executed between Subscriber and Mark43 or attached to an additional Order, the Professional Services will continue in accordance with the latest agreed version of the Statement of Work.

Miscellaneous

- Upon Mark43's acceptance of an Order, Mark43 or representative thereof shall schedule a

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Project Kick-off Meeting where mutual agreements on staffing and project start date will be determined. Professional Services will not commence until the Subscriber prerequisites and Project Kick-off Meeting have been completed.

- Professional Services shall expire one (1) year from the date of the Order ("Expiration Date"), unless otherwise mutually agreed upon by the parties in writing. For clarity, Deployment Services not initiated or initiated but not completed by the Expiration Date shall expire.

Roles and Responsibilities

Note: Depending on scope, some of the following tables will not apply

Project Governance Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Prerequisites for Subscriber ○ Identify key stakeholders (can be the same person) ■ Executive Sponsor ■ RMS Lead (if applicable) ■ CAD Lead (if applicable) ■ Interface Lead (if applicable) ■ Data Migration Lead (if applicable) ■ Technical Lead ■ Training Lead ■ Launch Support Lead ■ Project Manager ● Although not mandatory, it is highly recommended that Subscriber also has its own internal project manager ○ Set aside time for regularly scheduled project status meeting, typically weekly or bi-weekly ○ Set aside time for regularly scheduled application practice ○ Alert Mark43 to any dates that are of special interest or major significance	● Kickoff Activities ○ Welcome email ○ Subscriber Kickoff Meeting ■ Mark43 Subscriber Journey Overview ■ Mark43 Professional Services Overview ○ Statement of Work Review (In Scope / Out of Scope) ○ Review of Mark43 Team, Subscriber Team and associated roles and responsibilities ○ Review the Status of Pre-Requisites ■ Weekly check-ins until completed ○ Review the On-Site Visit Schedule ○ Establish project status meeting cadence ○ Escalation Process ○ Review future Training Activities ● Project Documentation / Ongoing Activities ○ Project Charter, Project Plan, and Key Milestones ○ Resource Scheduling ○ Weekly/bi-weekly project updates ○ Issue/Risk Management ○ Change Order Process

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Application Setup Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Attend configuration sessions to setup the application with the relevant decision makers and SMEs ● If necessary, explain current operational practices and procedures ● Make final configuration selections for field names, attributes, rules and admin settings described above ● Complete any required templates to support the application setup ● Provide exports of requested legacy data to assist with configuration	● Host configuration sessions to setup the application ● Review and explain how fields, attributes, rules and admin settings described above can be configured ● Provide best practices to the Subscriber for application setup based on operational practices ● Assist Subscriber with initial configuration of fields, attributes, rules and admin settings described above ● Provide any required templates to support the application setup

GIS/Location Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Provide shapefile types and other location entities to Mark43 in the correct format ● Based on Mark43 review and feedback, update the necessary GIS/Locations data ● Ensure that the points or centerlines used for Location Entity templates are an exact text match with those provided in the shapefiles. ● An ESRI Map package containing all visual components (ie. Address Points, Centerline, Subdivisions, POIs, etc..)	● Provide Subscriber with prerequisites for shapefile types and other location entities ○ Review data for correct format ● Upload shapefiles/other location entity data into Mark43 tenant ● Review with Subscriber the GIS/Location data in the tenant ● Provide an overview and assist with initial set up of the ESRI basemap

Technical Requirement Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Setup 2 x Linux Server OS	● Configure Linux Server for Mark43

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

● Setup Evidence Label Printers ● Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations ● Download CAD Dispatch Application and set install permissions ● Download FR Application and set install permissions ● Provide IDP (Identity Provider) configuration to Mark43 for SSO ● Complete DEx Interface Deployment Questionnaire ● Provide Mark43 with COM Ports and GPS Modem configuration ● Provide Mark43 with public IP(s) that will access AWS S3 data ● Provide Mark43 with VPN access for configurations	RMS/CAD ● Configure Evidence Print Service and tenant configurations for each Evidence Label printer ● Provide link to CAD Dispatch Application and assist Subscriber with mass deployment ● Provide link to FR Application and assist Subscriber with mass deployment ● Configure Subscriber SSO access to Mark43's tenant ● Configure the DEx interface and deploy to interface server ● Build and test Desktop Integration Services, provide installer to the Subscriber ● Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Training Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Provide a training space to train individuals, e.g. computer lab, training room, and the like, for all scheduled training sessions. ● The training space will need to be equipped with a projector so Mark43 personnel can use it to share their screen with the attendees. For all remote training sessions, the agency will need to supply speakers so the attendees can hear the session. ● Internet connection and computers for trainees to use during training. ● Subscriber will need to ensure that ***Chrome or Edge*** is installed on all computers as this is the preferred browser. ● Each trainee attending the session will need their own computer station. ● Subscriber provides a participant roster to Mark43 no less than 2 weeks before on-site training begins.	● Mark43 will provide access to our knowledge portal. ● Mark43 will provide access to agency individuals to our Learning Management System (Mark43 Academy). ● Mark43 will provide standardized training agendas, training worksheets, and scenarios to the subscriber. **Note:** Mark43 will not update these training materials after the determined go-live date. The Subscriber will need to do this on their own. ● Mark43 will partner with the subscriber to solidify dates and times of all training sessions, including weekend and overnight training sessions.

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

● Before training occurs, Subscriber must ensure all users have accounts and correct roles in the Mark43 system ● Subscriber will need to ensure all trainees have logged in successfully to the appropriate Mark43 software. ● For any additional training outside of what is defined within this SOW, the subscriber should follow the Change Control Process outlined in the Change Control section to request additional training services.	

Launch Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Subscriber will communicate the details of launch to their operations team in a timely manner ● Subscriber will establish a process for managing and escalating issues during launch to the project team and communicate those to the wider agency ● Subscriber will provide adequate support for launch, inclusive of the identified super users ● Subscriber will send the Launch Confirmation email to the Mark43 Project Manager to confirm they are live on Mark43 ● Subscriber will escalate issues to the Mark43 project team for the first 30 days post launch ● Subscriber will transition to escalating issues through Subscriber Support from 30 days post launch onward	● Mark43 will provide the Cutover Checklist to Subscriber ● Mark43 will create and share the Support Plan for Launch & Beyond ● Mark43 will create the Launch Issue Tracker ● Mark43 will clone the Production tenant ● Mark43 will provide contracted support for launch ● Host weekly/bi-weekly Launch Issue Tracker review meeting ● Mark43 will manage issues logged in the Launch Issue Tracker for up to 30 days post launch ● Mark43 Customer Support will provide a transition call to the Subscriber for logging issues from 30 days post launch onward

CJIS Systems/DEx Interface Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Setup 2 x Linux Server OS	● Configure Linux Server for Mark43

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

● Setup Evidence Label Printers ● Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations ● Download CAD Dispatch Application and set install permissions ● Download FR Application and set install permissions ● Provide IDP (Identity Provider) configuration to Mark43 for SSO ● Complete DEx Interface Deployment Questionnaire ● Provide Mark43 with COM Ports and GPS Modem configuration ● Provide Mark43 with public IP(s) that will access AWS S3 data ● Provide Mark43 with VPN access for configurations	RMS/CAD ● Configure Evidence Print Service and tenant configurations for each Evidence Label printer ● Provide link to CAD Dispatch Application and assist Subscriber with mass deployment ● Provide link to FR Application and assist Subscriber with mass deployment ● Configure Subscriber SSO access to Mark43's tenant ● Configure the DEx interface and deploy to interface server ● Build and test Desktop Integration Services, provide installer to the Subscriber ● Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Data Migration Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Provide full unencrypted backups of legacy systems into Cloud Storage multiple times throughout the project ● Provide DDL of legacy system where possible ● Provide Report PDFs to Cloud Storage, as well as mapping file of PDFs to Report (if Report PDFs are required for the migration) ● Provide Examples of legacy data when requested (ie. Report Examples, Chain of Custodies, etc.) ● Provide Attachments and Mapping file in Cloud Storage for Mark43 ● Participate in Mapping Sessions for Configurations within Mark43 ● Participate in data migration meetings to discuss data migration and answer data/technical questions ● Provide a resource that is able to make decisions for the Agency in terms of data migrations ● Active participant in data validation efforts, including providing records unit members and personnel resources. This includes reviewing test rounds of data	● Provide Cloud Storage specific to Subscriber ● Design and Execute Migration Scripts to transfer data from legacy system to Mark43 ● Work with Subscriber on mapping efforts for configurations within Mark43 ● Provide validation materials for test rounds of data migration ● Provide status updates on the data migration, run meetings about data migration, and ask questions/give feedback of data going into Mark43 ● Provide 3 test migration rounds to Subscriber of data migration. These will be used to test migration process and will be used to validate that migrated data is coming over correctly ● Train Subscriber how to validate migrated data within provided test tenants. ● Assist Subscriber in cut over process from legacy system into Mark43, including planning cut-over schedule to stop using the system. ● Migrate data into Subscriber's

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

migration, providing feedback on in scope data. ● Participate in cutover discussion for final migration of data into Mark43 ● Sign off on data migration into production tenant and validation of test rounds provided by Mark43 ● Relay data migration issues to Mark43 within 30 day support window. ● Should additional bug fixes be required after 30 days, additional implementation services can be purchased.	Production tenant ● During cutover, catch Subscriber's Production tenant up with recent changes/additions made to data between Final Migration and system cut-over ● Provide 30 days of support on migration related issues and correct valid migration issues.

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives.

MARK43, INC.	**SUBSCRIBER**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Appendix

Data Migration Scope

REPORTS-2 (8 LEGACY DATA REFERENCE CATEGORIES)

SYSTEM: TRACNET

The following legacy entities are in scope for migration into Mark43. Any Mark43 entities not listed will not be in scope

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
    - First Name
    - Middle Name
    - Last Name
    - Badge Number
    - Email Address

Basic Report Event Info

- Legacy Reports will be migrated as Mark43 Reports. Mark43 Reports will have the following Basic Event Info:
    - Created By (Report Owner)
    - Created Date
    - Reporting Event Number
    - Event Date (Event Start, Event End)
    - Reporting Officer
    - Primary Agency
    - Supplement Type/Report Description
        - Report Type data pertains to
            - Such as Offense, Supplement, Arrest, etc.
    - Case Status
        - Case status will be migrated as Migration Closed
            - The parent attribute will be set to INACTIVE so that records do not show up as new reports
    - Case Status Date
        - Date of the Migration
    - Submitted By/Approved By/UCR Approved by
        - Defaulted to the Legacy Migration User
    - Submitted Date
        - Date of the migration minus two minutes

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

    - Approved Date
        - Date of the migration minus one minute
    - UCR Approved Date
        - Date of the migration
- Filter(s): Only reports types that are being implemented during Mark43 implementation

Offense Code Descriptions

- Legacy Offense Codes will be migrated as Mark43 Routing Labels onto the Reports. Mark43 Routing Labels will have the following key details:
    - Plain Text name of Offense Code
        - 256 Character Display Value of Attribute
    - Abbreviation of Offense Code
        - 15 Character Abbreviation Value of Attribute

People/Organizations

- Legacy People/Organizations will be migrated as Mark43 People/Organizations. Mark43 People/Organizations will have the following key details
    - People
        - First Name
        - Middle Name
        - Last Name
        - Suffix
        - Date of Birth
        - Sex
        - Race
        - Ethnicity
        - SSN
        - FBI Number
        - State Id
        - Drivers License Number
        - Home Phone Number
        - Cell Phone Number
        - Work Phone Number
        - Height
        - Weight
        - Eye Color
        - Hair Color
        - Involvement Type
        - Involvement Number
        - Home Address (1)
    - Organization
        - Organization Name

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

        - Involvement Type
        - Involvement Number
        - Business Address (1)
- Note(s):
    - Home/Business Addresses will be migrated if the Locations Option was purchased
- Incomplete data set or unreliable formatting
    - Mark43 reserves the right to not bring over legacy Person information as Person Profile level data if one of the following scenarios is true:
        - If Legacy Name data doesn't meet Mark43 data requirements, Persons require at least a First Name and Last Name and Organizations require an Organization
        - **OR**
        - Legacy Name data doesn't maintain a reliable formatting, such as Legacy Persons First Name and Last Name are contained in one field and consistent data entry of order is not maintained thus reliable person profiles can not be built programmatically.
    - If either of these scenarios are true, Mark43 will bring over the Name data as a non-searchable legacy detail associated with the Report migrated.
        - This will also be the case for Item Owners and Vehicle Owners if the Item Option or Vehicle Option was purchased

Locations

- Legacy Locations will be migrated as Mark43 Locations. Mark43 Locations will have the following Basic Info:
    - Address Type
        - Address
        - Range
        - Latitude/Longitude
        - Cross Streets (Intersections)
    - Address Fields:
        - Street Number
        - Street Name
        - Subpremise
        - City
        - State
        - Zipcode
    - Latitude/Latitude Fields:
        - Longitude
        - Latitude
    - Cross Streets (Intersections) Fields:
        - Cross Street 1
        - Cross Street 2
        - City

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

        - State
        - Zipcode
- Filter(s):
    - Report Event Location is the only location in scope
        - If the Person/Organization Option was purchased, then Home/Business addresses are in scope
- Incomplete data set or unreliable formatting
    - Mark43 reserves the right to not bring over legacy Location information as Location level data if one of the following scenarios is true:
        - If Legacy Location data doesn't meet Mark43 data requirements, Addresses require at least a Street Number and Street Name, Ranges require at least a Range Name, Cross Streets require at least two Street Names, and Latitude/Longitude require at least valid Latitude and Longitude
          OR
        - Legacy Location data doesn't maintain a reliable formatting, such as Addresses are contained in one field and consistent data entry of order is not maintained thus reliable locations can not be built programmatically.
    - If either of these scenarios are true, Mark43 will bring over the Location data as a non-searchable legacy detail associated with the Report migrated
        - This will also be the case for Home/Business Address if the Person/Organization Option was purchased

Items

- Legacy Items will be migrated as Mark43 Items. Mark43 Items will have the following Basic Info:
    - Item Type
    - Item Description
    - Serial Number
    - Make
    - Model
    - Firearm Registration Number
    - Firearm Caliber
    - Status
    - Status Date
    - Quantity
    - Reason for Police Custody
- Note(s):
    - Item Owners are only in scope if the Person/Organization Option was purchased, then Item Owners are in Scope
- Default(s)
    - If no Item Type is present in the legacy system, requried for Item Categories, are present and no mapping is done, all items will be defaulted to Items for Item Type
- Incomplete Data Set
    - Mark43 requires that all items have an Item Category. If there is an item without an Item Category, it will be defaulted to a MIGRATED ITEM with an Item Type of Item

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

Vehicles

- Legacy Vehicles will be migrated as Mark43 Vehicles. Mark43 Vehicles will have the following Basic Info:
    - Make
    - Model
    - Item Type
    - Description
    - Color
    - Vehicle Year
    - VIN
    - License Plate
    - Status
    - Status Date
    - Reason for Police Custody
- Note(s):
    - Vehicle Owners are only in scope if the Person/Organization Option was purchased, then Item Owners are in Scope
- Default(s)
    - If no Item Type is present in the legacy system, requried for Item Categories, are present and no mapping is done, all Vehicles will be defaulted to Vehicle for Item Type
- Incomplete Data Set
    - Mark43 requires that all items have an Item Category. If there is an item without an Item Category, it will be defaulted to a MIGRATED VEHICLE with an Item Type of Vehicle

Narrative

- Legacy Narratives will be migrated as Mark43 Narratives. Mark43 Narratives will have the following Basic Info:
    - Narrative

Provided Attachments

- Legacy Attachments will be migrated as Mark43 Attachments. Mark43 Attachments will have the following Basic Info:
    - Attachment File Name
    - Attachment Type
    - Attachment Description
    - Attachments
- Note(s):
    - Subscriber must either have database level connections between Attachments and Reports **OR** provide a mapping file between Attachment to Reports
    - Attachments to people are only available if the Person/Organization Option was purchased

DocuSign Envelope ID: F6818B4B-F104-4558-AFD7-08EC62CD4FE7

- Attachments to items are only available if the Items Option was purchased
- Attachments to vehicles are only available if the Vehicles Option was purchased

EVIDENCE

SYSTEM: TRACNET

- Data Elements for individual items
  - Associated Report Number
  - Legacy Barcode
  - Item Description
  - Item Type
  - Quantity
  - Reason for Police Custody
  - Current Storage Location
  - Chain of Custodies
  - Disposition Events
  - Provided Attachments
    - See above

Note: Migrated data in Mark43 is not intended for audit purposes nor report submission to state and/or federal agencies such as NIBRS. Migrated data in Mark43 is not intended to be a full replacement of the source of truth of legacy data stored in the legacy system. Data quality issues in the legacy system and differences between the legacy and Mark43 data models introduce risk in using migrated data to meet these requirements

Deliveries

Mark43 will deliver **three** test rounds of the data migration, a production data migration, and a catch-up data migration. These test rounds are used to test the logic of the data migration, as well as confirm that data is accurately migrating into Mark43. The validation is a joint effort between the Subscriber (or "Agency") and Mark43.

Requirements

Mark43 Data Migrations are active partnerships between the Agency and Mark43. This will require Technical Resources, Knowledge Experts, and Project Managers provided by the Agency. The Agency will also be in charge of providing full backups of the legacy system and all attachments that are slated for migration into Mark43.

DocuSigned by:
AB0B292EDEC448F...
Jeremy Briese
Mariposa County Sheriff

DocuSigned by:
Steve Salberta
08D87D9738CB4F4...
Steve Salberta
Chief Financial Officer

Approved as to Legal Form:
DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

DocuSign

Certificate Of Completion

Envelope Id: F6818B4BF1044558AFD708EC62CD4FE7
Status: Completed
Subject: Complete with DocuSign: SO - Mark43 Statement of Work for signatures 3-6-24.pdf
Source Envelope:
Document Pages: 28
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
3/6/2024 11:25:21 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2024 11:27:08 AM Viewed: 3/7/2024 12:06:58 PM Signed: 3/7/2024 12:07:41 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Jeremy Briese jbriese@mariposacounty.org Sheriff Security Level: Email, Account Authentication (None)	DocuSigned by: AB0B292EDEC448F... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 3/7/2024 12:07:43 PM Viewed: 3/7/2024 12:12:03 PM Signed: 3/7/2024 12:12:09 PM
Electronic Record and Signature Disclosure: Accepted: 1/24/2023 12:07:55 PM ID: 54c3cfeb-ae7e-4881-8fda-316a53d90d00		
Steve Salberta steve.salberta@mark43.com Chief Financial Officer Mark43 Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Salberta 08D87D9738CB4F4... Signature Adoption: Pre-selected Style Using IP Address: 136.226.19.48	Sent: 3/7/2024 12:12:12 PM Viewed: 3/11/2024 7:24:04 AM Signed: 3/11/2024 7:25:42 AM
Electronic Record and Signature Disclosure: Accepted: 3/11/2024 7:24:04 AM ID: 3de01875-4813-41de-8c04-e3f1cbb6434c		
Savannah Newitt snewitt@mariposacounty.org Security Level: Email, Account Authentication (None)	DS SN Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/11/2024 7:25:45 AM Resent: 3/11/2024 9:59:12 AM Viewed: 3/11/2024 10:16:20 AM Signed: 3/11/2024 10:17:23 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/11/2024 10:16:20 AM ID: d3f0a534-3cdb-44bd-b159-7c43a51001ce		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2024 11:27:08 AM
Certified Delivered	Security Checked	3/11/2024 10:16:20 AM
Signing Complete	Security Checked	3/11/2024 10:17:23 AM
Completed	Security Checked	3/11/2024 10:17:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed $333,770 for Consulting Services; Approve Initial Deposit with Twiss Realty Group in the Amount of $3,558 to Secure Project Location; Authorize the LTC Chair to Sign both Agreements; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue for the Zero Emission Transit Yard Project ($2,571,256)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed $333,770 for Consulting Services; and Approve Initial Deposit with Twiss Realty Group in the amount of $3,558 to Secure Project Location; and Authorize the LTC Chair to Sign both Agreements; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue of $2,571,256 for the Zero Emission Transit Yard Project (4/5ths Vote Required)

Staff were notified on August 22, 2024, by the California State Transportation Agency (CalSTA) that our allocation request for SB 125 TIRCP and ZETCP Funds were approved for the Mariposa County Zero Emission Transit Yard Project. The project will construct the first zero emission infrastructure by Transit in Mariposa County; and includes a secure yard that will contain a new charging system, solar canopy with batteries for power storage to support fleet electrification, and include the purchase of two zero emission vans for expansion to the local Transit offerings. The allocation is scheduled to fund the project over the next four years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023, the Mariposa County Local Transportation Commission (MCLTC) approved submitting our allocation application request to fund the Mariposa County Zero Emission Transit Yard Project. LTC #2023-026

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement or the Budget Action recognizing unanticipated revenue would put the project at risk of completion.

FINANCIAL IMPACT

No General Funds are used for this project. The project is 100% funded by SB 125 TIRCP and ZETCP Funds.

ATTACHMENTS

1. **Agreement_EV Transit_MarkThomas**
2. **Offer on 5348 Highway 49N**
3. **SB125 Approval - MCLTC**
4. **Budget Action_5508_MCZTYP**

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
EXCUSED:	District II Supervisor Shannon Poe

AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR ZERO EMISSION TRANSIT YARD PROJECT

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 Mark Thomas and Company, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2028 whichever is earlier.

2. SERVICES

Contractor shall perform design, environmental permitting, right-of-way acquisition and other 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 $333,770.00 as set forth 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. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

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) Except for Professional Liability, 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

With all matters related to Design Professional Services as defined by California Civil Code 2782.8, to the fullest extent permitted by law, Contractor shall release, hold harmless, and indemnify, but not defend, County, its officers, and employees against any and all applicable claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, 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 negligence or willful misconduct of County. Contractor has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's final determined percentage of liability based upon the comparative fault of Contractor.

6. INDEPENDENT CONTRACTOR

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

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mark Thomas and Company, Inc.
7571 N. Remington Road, Ste 102
Fresno, CA 93711

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual 14 day 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 14 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and Contractor fees and costs.

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 represents that all work shall be performed in accordance with generally accepted professional practices and standards consistent with but limited to that degree of skill and care ordinarily used by other members of Contactor's profession practicing in the same or similar locality and under similar circumstances 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. Contactor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with contactor's services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega, Associate Principal
Mark Thomas and Company, Inc.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARK THOMAS

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 12 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (12 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

Northstar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at

the county to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and county surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Mark Thomas will send Right-of-Entry letter to the property owner to perform preliminary engineering activities (survey, boring, etc).

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing parcel, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing roads
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA

- Structures.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. Boundary Retracement Surveys

NSE will perform an ownership boundary retracement survey. NSE will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the boundary lines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer site

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH FIELD PREPARATION AND USA

Crawford will meet with the design team to review the preliminary plans and discuss the project design needs, goals, and schedule. Crawford will visit the site to mark their exploration locations for USA North 811.

Task 3.1. Subsurface Exploration

Due to the probable shallow rock depths, test pits will economically allow for the Engineer/Geologist to log and record the general rock profile throughout the site. To assess the subsurface soil and rock conditions along the site, 4 to 7 test pits will be performed by an excavator or backhoe along the alignment. The test pits will extend to a depth ranging from 3 to 8 feet or where digging refusal is encountered. Bulk and rock samples will be taken to preform laboratory tests on. Test pit excavations will be loosely backfilled and tamped with the backhoe bucket.

Crawford will also complete 1 to 2 seismic lines to determine the rock depth and excavatability at the site.

Task 3.2. Laboratory Testing

We propose the following laboratory tests on select, representative soil samples obtained from the test pits (as necessary):

- Moisture content;
- R-value;
- Grain size analysis;

- Plasticity index;
- Point load; and
- Corrosion (pH, sulfates, resistivity, chloride content, and redox potential).

Task 3.3. Geotechnical Analysis and Report

Crawford will perform engineering analyses to support the geotechnical conclusions and recommendations and prepare a Geotechnical Report for the proposed transit yard including the following:

- Scope of work.
- Project description.
- Subsurface soil and groundwater conditions.
- Laboratory testing.
- Corrosion results.
- Seismicity discussion.
- CBC seismic design parameters.
- Allowable bearing capacities, passive soil pressures, and settlement estimates for the charging station footings.
- Axial capacity, uplift capacity, and lateral resistance of solar canopy foundations.
- Pavement recommendations.
- Geotechnical recommendations for grading including excavatability, stability, and fill placement and compaction.
- Limitations.
- Vicinity Map, Exploration Map, Geologic Map, and Fault Map.
- Test pit logs with laboratory test results.

Task 3.4. Consultation and Design Team Support

Crawford will provide consultations regarding geotechnical topics to the design team, as needed. We will also provide one review of the project plans and specifications.

TASK DELIVERABLES

- Draft Geotechnical Design Report
- Final Geotechnical Design Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities. M. Neils will coordinate a new service with PG&E.

TASK DELIVERABLES

- Utility A and B Letters for County Signature

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference). The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule; obtain copies of the project plans and other relevant information, including existing studies; and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., County, civil engineering design team, and general contractor, if applicable). FCS's Senior Air Quality Scientist will also attend this meeting to clarify data needs. FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete the CEQA analyses.

This Scope assumes up to two, half hour coordination meetings. A not-to-exceed budget has been established to cover attendance at these meetings. If County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

TASK DELIVERABLES:

- Project Schedule (via email in Microsoft Word format) to the County.

Task 5.2. Preparation of Comprehensive Project Description

Using the information obtained during project initiation, FCS will prepare a comprehensive Project Description for the County's review and approval. Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, identify necessary approvals and applicable regulatory requirements, and list other agencies that may use the document for environmental review. The Project Description will use text, graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

The draft Project Description will be submitted to the County for review and approval prior to the development of the Administrative Draft IS/MND. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description and a complete RFI to FCS within two weeks of submittal. FCS will address the County staff's comments on the draft Project Description. The approved Project Description will form the basis for evaluating the proposed project in the CEQA document. Changes to the Project Description made after approval may require a Change Order and may extend the project schedule.

TASK DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the Draft Project Description to the County.
- Electronic copy (via email in PDF format) of the Final Project Description to the County.

Task 5.3. Preparation of Technical Studies

Task 5.3.1. Air Quality, Greenhouse Gas Emission, and Energy Analysis

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate section of the IS/MND with any relevant supporting technical data appended to the document.

Task 5.3.1.1. Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the Mariposa County Air Pollution Control District (MCAPCD) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from MCAPCD to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, stationary, and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for this project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from MCAPCD, California Air Resources Board (ARB), and/or US Environmental Protection Agency (EPA).

Based on the current project understanding of the anticipated level of development, FCS assumes that a quantitative HRA **will not be warranted** to identify and quantify the potential health risks during project construction and operation. However, in the process of evaluating project air quality emissions, FCS will confirm whether potential emission levels would warrant an HRA. If a quantitative operational HRA is required, it would be accomplished as an additional service and a change order will be prepared.

Task 5.3.1.2. Greenhouse Gas Emissions Analysis

Potential GHG impacts will be evaluated using the thresholds of significance recommended by the MCAPCD. Pursuant to CEQA Guidelines Appendix G, FCS will evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts.

Task 5.3.1.3. Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Task 5.3.1.4. Data Needs and Assumptions

FCS will prepare and submit an RFI for the County to provide all necessary project information and construction operational parameters required to estimate emissions and analyze potential air quality, GHG, and energy impacts from the proposed project. This analysis will be completed within eight (8) weeks of receipt of the RFI response, necessary traffic data, and the approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.

Task 5.3.1.5. Biological Resources Assessment

FCS will prepare a biological resources evaluation to analyze potential project impacts. The analysis will be wholly contained in the Biological Resources Section of the IS/MND with any relevant supporting technical data appended to the document. This task does not include the preparation of a standalone Biological Resources Assessment. The evaluation will consist of the following tasks:

Task 5.3.1.6. Literature Review

Existing information, including maps, aerial photographs, documents, and correspondence relative to the project site, will be reviewed and analyzed, including the following:

- Existing biological resource documentation and studies within the immediate vicinity of the project site;
- The Federal Register listing package for each federally listed endangered or threatened species and/or their Critical Habitat potentially occurring on the site;
- Literature pertaining to habitat requirements of special-status species potentially occurring on the site;
- The California Department of Fish and Wildlife (CDFW) lists pf special-status plants and animals;
- California Natural Diversity Database (CNDDB), Information for Planning and Consultation (IPaC) and California Native Plant Society Electronic Inventory (CNPSEI) information regarding special-status species potentially occurring on the project site, or in the vicinity and;
- United States Geological Survey (USGS) topographic maps and current aerial photos will be reviewed for indicators of presence of federally or state protected wetlands or other waters pursuant to Section 404 of the Clean Water Act, Porter-Cologne Water Quality Control Act, and Section 1602 of the California Fish and Game Code.

Task 5.3.1.7. General Biological Survey, Habitat Assessment, and Vegetation Mapping

Following the review of existing information, FCS will conduct a single reconnaissance-level survey to identify the presence/absence of any potential sensitive wildlife species or their habitat (e.g., nests, bat roosts) within the project area. FCS will identify the project site's general biological resources and document the existing habitats and other project features. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project area.

Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as the CDFW, USFWS, or recognized conservation organizations, such as the CNPS. The presence and extent of suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined, mapped and considered regarding potential project-related impacts.

The field survey will also include a reconnaissance-level assessment of the presence or absence of waters of the United States or State on the project site, which may be potentially subject to the jurisdiction of the USACE, the RWQCB and/or the CDFW. This task includes a visual assessment of the existing conditions on-site, but does not include a formal jurisdictional delineation of wetlands and other waters of the United States or the State.

Following completion of the reconnaissance-level survey, FCS will prepare the Biological Resources section of the Draft IS/MND for the proposed project to identify potentially significant environmental impacts. The Draft IS/MND section will include identification of any potential impacts and corresponding project-level mitigation measures to reduce such impacts to less than significant levels.

Task 5.3.2. Cultural Resources Assessment

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be compiled into a standalone Phase I Cultural Resources Assessment (PI-CRA). This document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determination in any additional CEQA reporting. The PI-CRA will detail the results of the field investigation, record searchers, and any additional resources discovered as a result of the assessment, as well as any recommendations for further study and/or mitigation within the project area, as needed. Should any significant cultural resources requiring recordation or evaluation be discovered during the records search or pedestrian survey, they will be addressed in a separate scope-of-work as described below.

Task 5.3.2.1. Record Searches

FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park, CA. The record search will include a search of previous studies and identified cultural resources within the project area and a half-mile radius. The National Register of Historic Places, the California Register of Historic Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, the California Built Environment Resource Directory, historic maps, and photographs will be consulted along with other pertinent historic data. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the proposed project.

Task 5.3.2.2. Tribal Consultation and Optional AB 52 Assistance

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and Provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the PI-CRA and does not satisfy lead agency consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (also known as AB 52). Additional AB 52 consultation services beyond the current Scope of Work are available upon request.

Task 5.3.2.3. Cultural Resources Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

All previously unrecorded historic buildings/structures or archeological sites will need to be initially evaluated for historic significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historic resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded. It is currently assumed that no historic buildings/structures or archeological sites will require evaluation and subsequent recordation on DPR forms. Recordation costs are highly dependent on what is found and will be addressed in a separate scope of work, if required.

Task 5.3.2.4. Phase I Cultural Resources Assessment Report

FCS will compile the results of the record searches, pedestrian survey, NAHC and tribal search outreach into a PI-CRA that will meet OHP standards for a Phase I CRA under CEQA. The PI-CRA will include an analysis of existing and potential cultural resources and recommendations for further study and/or mitigation within the project area, as needed. This potential assumes responses for one round of consolidated comments on the reports; any additional review effort/edits will be billed at standard hourly rates.

Task 5.3.3. Noise Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the County's noise impact analysis requirements. The analysis will be wholly contained in the CEQA document, and the supporting technical data will be appended to the document.

Task 5.3.3.1. Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and County plans, policies, and standards, will be summarized.

Task 5.3.3.2. Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the County's Noise Ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Task 5.3.3.3. Operational Noise Impact Analysis

A quantitative assessment of long-term operation noise impacts related to existing and project-related vehicular trips will be performed. Traffic noise impacts will be determined based on whether the proposed project would generate a substantial increase in traffic noise levels in the project vicinity in excess of standards established in the County's General Plan or Noise Ordinance. Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations and parking lot activities, will also be evaluated to determined if the proposed project would generate a substantial increase in ambient noise levels in excess of the County's operational noise performance standards.

Task 5.3.3.4. Data Needs and Assumptions

The Scope of Work assumes relevant data, including site plan and project traffic data, will be provided by the County. This analysis will be completed within seven (7) weeks of receipt of the necessary project data and the County-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, the re-modeling would be accomplished as an additional service not included in this Scope of Work.

Task 5.4. Preparation of Administrative Draft IS/MND

FCS will prepare an Administrative Draft IS/MND for the County's review. The Administrative Draft IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Administrative Draft IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following issues will be evaluated in the Administrative Draft IS/MND:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Each Environmental Checklist impact category will consider applicable local regulations and guidelines, as appropriate, including the General Plan and General Plan EIR.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Administrative Draft IS/MND to the County.

Task 5.5. Preparation of Screencheck Draft IS/MND

This Scope assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Draft IS/MND. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft IS/MND for review.

Note that this Scope assumes only one round of County comments and revisions to the Administrative Draft IS/MND. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with the County regarding the need for additional budget to ensure implementation of all comments in the Screencheck Draft IS/MND.

TASK DELIVERABLES

- Electronic copy (email in Microsoft Word format) of the Screencheck Draft IS/MND to the County.

Task 5.6. Preparation of Public Review Draft IS/MND

This Scope assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Draft IS/MND. Following receipt of any comments on the Screencheck Draft IS/MND, FCS will complete revisions and incorporate them into the Public Review Draft IS/MND. We will prepare additional drafts for review and comment, as needed.

TASK DELIVERABLES

- Electronic copy (via email in PDF format) of the Public Review Draft IS/MND to the County.

Task 5.7. Preparation of Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft IS/MND. This comprehensive MMRP will provide the County with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the Draft MMRP, FCS will complete revisions and provide the County with a Final MMRP.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Draft MMRP to the County.
- Electronic copy (via email in PDF format) of the Final MMRP to the County.

Task 5.8. Attend Public Hearings and Project Management

This Scope assumes that FCS's Project Director and Project Manager will attend at least one public hearing with the Planning Commission and one public hearing with the County Council (it is assumed these meetings will be held in virtually) to receive comments and answer questions on the environmental review. A time budget of 6-hours per meeting (including time for preparation and coordination) is assumed for each staff that will attend. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

In addition, FCS will perform a variety of project management duties to ensure that the IS/MND meets the County's standards of quality and that it is delivered on time and within budget. These duties will include team supervision and coordination; oral and written communications with County staff, external agencies, and other interested parties; project accounting; and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support for County staff, such as regular schedule updates and discussions of technical issues. FCS will conduct monthly meetings (virtually) with County staff for check-ins, progress updates, and to gather information and address any concerns. Furthermore, FCS will manage updates of existing studies and/or prepare additional technical studies, as required by the County.

Task 5.9. Preparation of Notice of Determination

FCS will prepare the Notice of Determination (NOD), which the Applicant will file with the Sonoma County Clerk's Office within five business days of IS/MND adoption. This Scope also assumes that the Applicant will be responsible for paying the associated filing fees: CEQA filing fee (currently $2,916.75) and any County filing fees (currently $50). Furthermore, FCS will identify all County-, State-, and federal-compliant permits, studies, and official documents required prior to or during construction in the form of an MMRP.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Draft NOD to the County.
- Electronic copy (via email in PDF format) of the Final NOD to the County.

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Monument's Project Manager and key staff will be responsible for the technical and administrative functions required to provide right-of-way services on the Project. The management team will plan, organize, supervise, coordinate, and administer the various elements of the right-of-way scope of work.

- Monument will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.
- Prepare and implement an effective Acquisition Management Plan to ensure the Project is delivered in the most efficient and effective manner and in compliance with all applicable laws, regulations and procedures.
- Participate in in-person Project coordination meetings with the County and design team to communicate project updates, coordinate right-of-way issues and make recommendations to the County on policy development, risk mitigation and general project consultation.
- Prepare and deliver written progress status reports for acquisition cases.
- Create, monitor and update project schedules utilizing MS Project software.
- Schedule regular internal meetings with all Monument staff to ensure that project deliverables and services stay on schedule and within budget.
- Participate in project related meetings, make public presentations to individuals and organizations and represent the County in presentations and public hearing on all matters pertaining to the acquisition process.
- Update each parcel file checklist (our QA/QC Manager, will conduct weekly reviews of the project reporting to ensure compliance with the County and regulatory compliance).
- Finalize all work product, provided services and prepare and deliver presentations to County staff and key stakeholders, as appropriate.
- Assist the County with any file audits.

Task 6.1. Appraisal

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance to applicable laws and policies.

- Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the County's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
    - The extent of the inspection and description of the neighborhood and proposed project area,
    - The extent of the subject property inspection, including interior and exterior areas,
    - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).

- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Task 6.2. Acquisition/Negotiations

Monument will provide right-of-way delivery services required for the County to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's right-of-way Policies and Procedures.

Monument will provide the following services under the direction of the County staff:

- Monument will procure preliminary title reports and copies of all underlying documents for each property to determine present ownership, encumbrances affecting the subject property and matters to be cleared and taken "subject to" as part of the transaction.
- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer package consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with the property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.

- Negotiate personally in good faith with the property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for the property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.

- **Escrow Coordination** - Coordinate opening of escrow with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancelation letters will be prepared for County signature, as necessary, for fee interest acquisitions.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- **Eminent Domain Support** – If requested, coordinate with County's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.

TASK DELIVERABLES

- Title Report (1)
- Signed agreements (1)

TASK 7. GEOMETRIC APPROVAL DRAWING - 30%

Task 7.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings and will be the parking lot layout used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. After the 1st layout, with input from the County up to two (2) more layouts can be produced.

Task 7.2. Electrical

Electrical site plans indicating equipment and device locations, and conduit will be shown in conjunction with the parking lot layout.

Task 7.3. Estimate

Mark Thomas will prepare a preliminary estimate based on the 30% Geometric Approval Drawing produced. Mark Thomas will develop 30% estimates for the parking lot, solar canopies, charging stations, and street lighting. Structures plans will not be included with the GAD 30% Plans and Estimate (P&E).

TASK 8. FINAL DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 8.1. 60% PS&E

A single alternative will be selected to progress through Final Design. The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
General Notes	n/a	1
Layout	1"=40'	1
Construction Details	Varies	3
Drainage Plans	1"=40'	2
Utility Plans	1"=40'	1
Foundation Plans (Layout)	Varies	1
Foundation Design Details	Varies	2
Log of Test Borings	Varies	2
Electrical	Varies	5
Total Sheets		**19**

Task 8.1.1. Roadway

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. The content will represent a biddable plan set; it has not been through our QC checklist.

Task 8.1.2. Foundation Design

Based on survey data, solar canopy design (by others) and geotechnical recommendations, MT will design the foundation elements for the proposed solar canopies. Mark Thomas assumes that cast-in-drilled-hole (CIDH) piles shafts will be used to support the solar canopies. The design will be based on ASCE/SEI 7-16 Code (Minimum Design Loads and Associated Criteria for Buildings and Other Structures). Structural calculations and a full set of foundation design plans will be prepared.

Task 8.1.3. Electrical

The electrical plans will include the site plan, device locations, conduit, wiring and electrical branch circuitry, schedules and typical details. Electrical diagrams indicating system wiring, load calculations, and panel schedules will be included with this submittal. Prepare Title 24 lighting energy compliance documentation. M. Neils will select a solar canopy frame from a manufacturer that is compatible with the solar panel design. Frame sizes and weights will be provided to Mark Thomas for foundation design.

Task 8.1.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 60%.

Task 8.1.5. Estimate

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 60% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Task 8.2. 90% PS&E

Task 8.2.1. Roadway

This submittal represents a complete final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

Task 8.2.2. Foundation Design

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check for the foundation. The independent check will be completed by an engineer who was not involved in the original design. Calculations will be performed to check the design and details. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and the plans updated.

Task 8.2.3. Lighting

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Task 8.2.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 90%.

Task 8.2.5. Estimate

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 90% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Task 8.3. 100% PS&E

Task 8.3.1. Roadway

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

Task 8.3.2. Foundation Design

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

Task 8.3.3. Electrical

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

Task 8.3.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 100%.

Task 8.3.5. Estimates

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 100% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

TASK DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be bill on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK DELIVERABLES

- Final Record Drawing

Assumptions:

- Property owner, without dispute grants right-of-entry to parcel and access for preliminary engineering activities.
- Soil is not contaminated and can be left onsite.
- Test pit excavation will be loosely backfilled and tamped with the backhoe bucket.
- Solar Canopy frame will be designed (or selected) by others. Frame sizes and weights will be provided to Mark Thomas for foundation design.
- Assume no more than 2 different foundation designs will be required.

Exhibit B
COST PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - TRANSIT YARD - Task Order No. 07

MARK THOMAS

		Principal $430	Sr. Engineering Manager $383	Sr. Project Manager $267	Project Manager $216	Technical Lead $216	Sr. Project Engineer $188	Project Engineer $167	Civil Engineering Designer $162	Design Engineer II $143	Design Engineer I $117	Sr. Technician $146	Intern $67	Sr. Project Accountant $187	Sr. Project Coordinator $146	Total Hours	Total MT Cost	Subconsultants: NORTSTAR	CRAWFORD	FCS	MONUMENT	M. Nelis	TOTAL COST
PART 1 - DESIGN AND DEVELOPMENT TASKS																							
1.0	**PROJECT MANAGEMENT/COORDINATION**																						
1.1	PDT Meetings		4						4							8	$2,179	-	-	-	-	-	$2,179
1.2	Client/Agency Coordination		2						16							18	$3,353	-	-	-	-	-	$3,353
1.3	Monthly Progress Reports		2						8					8	8	26	$4,725	-	-	-	-	-	$4,725
1.4	Quality Assurance/Quality Control		2			8			4							14	$3,144	-	-	-	-	-	$3,144
	Subtotal Phase 1	0	10	0	0	8	0	0	32	0	0	0	0	8	8	66	$13,401	$0	$0	$0	$0	$0	$13,401
2.0	**SURVEY/MAPPING**																						
2.1	Data Gathering/Review							4		8						12	$1,812	1,469	-	-	-	-	$3,281
2.2	Design Survey															0	$0	5,828	-	-	-	-	$5,828
2.3	Boundary Retracement Surveys															0	$0	4,312	-	-	-	-	$4,312
2.4	Prepare Landnet/Survey Control															0	$0	1,211	-	-	-	-	$1,211
	Subtotal Phase 2	0	0	0	0	0	0	4	0	8	0	0	0	0	0	12	$1,812	$12,820	$0	$0	$0	$0	$14,632
3.0	**FIELD INVESTIGATION/GEOTECHNICAL RESEARCH**																						
3.1	Field Preparation and USA								6							6	$970	-	4,626	-	-	-	$5,596
3.2	Subsurface Exploration															0	$0	-	5,863	-	-	-	$5,863
3.3	Laboratory Testing															0	$0	-	993	-	-	-	$993
3.4	Geotechnical Analysis and Report															0	$0	-	10,981	-	-	-	$10,981
3.5	Consultation and Design Team Support															0	$0	-	2,258	-	-	-	$2,258
	Subtotal Phase 3	0	0	0	0	0	0	0	6	0	0	0	0	0	0	6	$970	$0	$24,721	$0	$0	$0	$25,691
4.0	**UTILITY COORDINATION**																						
4.1	Utility Coordination								8	16			8			32	$4,120	-	-	-	-	-	$4,120
	Subtotal Phase 4	0	0	0	0	0	0	0	8	16	0	0	8	0	0	32	$4,120	$0	$0	$0	$0	$0	$4,120
5.0	**ENVIRONMENTAL PERMITTING**																						
5.1	Project Initiation and Kick-off Meeting															0	$0	-	-	3,045	-	-	$3,045
5.2	Preparation of Comprehensive Project															0	$0	-	-	4,610	-	-	$4,610
5.3	Preparation of Technical Studies															0	$0	-	-	-	-	-	$0
5.3.1	Air Quality, Greenhouse Gas Emission, and Energy Analysis															0	$0	-	-	9,280	-	-	$9,280
5.3.2	Biological Resources Assessment															0	$0	-	-	7,555	-	-	$7,555
5.3.3	Cultural Resources Assessment															0	$0	-	-	6,365	-	-	$6,365
5.3.4	Noise Analysis															0	$0	-	-	4,440	-	-	$4,440
5.4	Preparation of Adminstrative Draft IS/MND															0	$0	-	-	17,670	-	-	$17,670
5.5	Preparation of Screencheck Draft IS/MND															0	$0	-	-	9,600	-	-	$9,600
5.6	Preparation of Public Review Draft IS/MND															0	$0	-	-	5,355	-	-	$5,355
5.7	Preparation of Mitigation Monitoring and Reporting Program															0	$0	-	-	1,870	-	-	$1,870
5.8	Attend Public Hearings and Project Management															0	$0	-	-	7,600	-	-	$7,600
5.9	Preparation of Notice of Determination															0	$0	-	-	480	-	-	$480
	Subtotal Phase 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$77,870	$0	$0	$77,870
6.0	**RIGHT OF WAY ACQUISITION**																						
6.1	Appraisal								3							3	$485	-	-	-	7,500	-	$7,985
6.2	Acquisition/Negotiation								3							3	$485	-	-	-	7,000	-	$7,485
	Subtotal Phase 6	0	0	0	0	0	0	0	6	0	0	0	0	0	0	6	$970	$0	$0	$0	$14,500	$0	$15,470
7.0	**GEOMETRIC APPROVAL DRAWINGS (30%) PLANS**																						
7.1	30% - Roadway		4				4		32	56			16			112	$16,548	-	-	-	-	-	$16,548
7.2	30% - Electrical															0	$0	-	-	-	-	6,400	$6,400
7.3	30% - Estimate								2	8						10	$1,469	-	-	-	-	-	$1,469
	Subtotal Phase 7	0	4	0	0	0	4	0	34	64	0	0	16	0	0	122	$18,017	$0	$0	$0	$0	$6,400	$24,417
8.0	**FINAL DESIGN - PLANS, SPECS, AND ESTIMATES (PS&E)**																						
8.1	**60% PS&E**																						
8.1.1	60% - Roadway		4				8		40	60			40			152	$20,769	-	-	-	-	-	$20,769
8.1.2	60% - Foundation Design			20				60		12		60				152	$25,843	-	-	-	-	-	$25,843
8.1.3	60% - Electrical															0	$0	-	-	-	-	13,000	$13,000
8.1.4	60% - Special Provisions								12							12	$1,941	-	-	-	-	-	$1,941
8.1.5	60% - Estimate								2	8						10	$1,469	-	-	-	-	-	$1,469
8.2	**90% PS&E**																						$0
8.2.1	90% - Roadway		4				4		24	40			16			88	$12,962	-	-	-	-	-	$12,962
8.2.2	90% - Foundation Design			10			40			12	12	40				114	$19,160	-	-	-	-	-	$19,160
8.2.3	90% - Electrical															0	$0	-	-	-	-	9,000	$9,000
8.2.4	90% - Special Provisions								8							8	$1,294	-	-	-	-	-	$1,294
8.2.5	90% - Estimate									4						4	$573	-	-	-	-	-	$573
8.3	**100% PS&E**																						$0
8.3.1	100% - Roadway		2				2		16	24						44	$7,166	-	-	-	-	-	$7,166
8.3.2	100% - Foundation Design			8			20	20	8	8	20					84	$13,999	-	-	-	-	-	$13,999
8.3.3	100% - Electrical															0	$0	-	-	-	-	4,400	$4,400
8.3.4	100% - Special Provisions								4							4	$647	-	-	-	-	-	$647
8.3.5	100% - Estimate								2	4						6	$896	-	-	-	-	-	$896
	Subtotal Phase 8	0	10	38	0	0	74	80	116	172	32	100	56	0	0	678	$106,719	$0	$0	$0	$0	$26,400	$133,119
TASK 2 BIDDING AND CONSTRUCTION SUPPORT																							
2.1	**ASSISTANCE DURING CONSTRUCTION BIDDING**																						
2.1.1	Bidding Assistance		2				4		8							14	$2,811	-	-	-	-	-	$2,811
2.2	**DESIGN SUPPORT DURING CONSTRUCTION**																						
2.2.1	Construction Support		4						32							36	$6,707	-	-	-	-	5,400	$12,107
2.2.2	Record Drawings															0	$0	-	-	-	-	-	$0
	Subtotal TASK 2	0	6	0	0	0	4	0	40	0	0	0	0	0	0	50	$9,517	$0	$0	$0	$0	$5,400	$14,917
TOTAL HOURS		0	30	38	0	8	82	84	242	260	32	100	80	8	8	972							
Anticipated Salary Increases																	$0	$0	$1,236	$0	$0	$0	$1,236
OTHER DIRECT COSTS																	$0	$0	$6,862	$2,035	$0	$0	$8,897
TOTAL COST		$0	$11,489	$10,159	$0	$1,731	$15,398	$13,991	$39,134	$37,237	$3,734	$14,640	$5,347	$1,494	$1,171		$155,527	$12,820	$32,819	$79,905	$14,500	$38,200	$333,770

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

9/15/2024

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering	
Intern	$60 - $100
Technician	$90 - $125
Design Engineer I	$115 - $165
Design Engineer II	$130 - $200
Sr. Technician	$150 - $200
Civil Engineering Designer	$150 - $230
Project Engineer	$150 - $210
Sr. Project Engineer	$185 - $265
Sr. Technical Engineer	$195 - $215
Technical Lead	$215 - $265
Sr. Technical Lead	$250 - $315
Design Manager	$330 - $370
Engineering Manager	$335 - $370
Sr. Engineering Manager	$345 - $470
Construction Management	
Office Engineer	$160 - $250
* Asst. Resident Engineer	$210 - $235
* Inspector - CM	$180 - $260
Resident Engineer	$280 - $315
Sr. Resident Engineer	$315 - $350
Area Manager - CM	$270 - $305
Planning	
Planner I	$105 - $130
Planner II	$145 - $160
Sr. Planner	$160 - $215
Landscape Architecture/Urban Design	
Landscape Intern	$80 - $90
Landscape Designer I	$100 - $115
Landscape Designer II	$120 - $150
Landscape Architect	$140 - $170
Sr. Landscape Architect	$170 - $190
Grant Writing	
Funding Specialist	$130 - $215
Sr. Funding Specialist	$210 - $245
Funding Manager	$310 - $360

Surveying	
Survey Technician I-III	$60 - $175
Lead Survey Technician	$135 - $155
Survey Specialist I-III	$125 - $265
Asst Surveyor I-III	$125 - $185
Project Surveyor I-III	$185 - $280
* Chief of Party	$205 - $255
* Instrumentperson	$205 - $230
* Chainperson	$205 - $215
* Apprentice	$120 - $185
* 2-Person Crew	$355 - $455
* 3-Person Crew	$535 - $675
* Utility Locator	$175 - $250
Project Management & Oversight	
Project Manager	$220 - $295
Sr. Project Manager	$255 - $345
Survey Manager I-II	$215 - $285
SUE Program Manager	$265 - $300
Division Manager	$290 - $420
Principal	$460 - $500
Project Support	
Technical/Sr. Technical Writer	$110 - $150
Project/Sr. Project Assistant	$75 - $175
Project/Sr. Project Coordinator	$115 - $195
Graphic/Sr. Graphic Designer	$115 - $205
Project Accountant	$110 - $175
Sr. Graphic Manager	$190 - $245
Project Accountant Manager	$205 - $230
District Management	
* Inspector - Apprentice	$80 - $95
* Inspector/Sr. Inspector	$90 - $165
Assistant/Associate Sanitary Engineer	$135 - $200
Sanitary/Sr. Sanitary Project Engineer	$180 - $255
Operations/Deputy District Manager	$225 - $325
District Manager-Engineer	$330 - $370
Special Services	
Expert Witness	$520
Strategic Consulting	$520

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate.*

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

** These charge rates are subject to Prevailing Wage laws and Union contract.*

MARKTHO-01 SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2024

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER B : The Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : American Alternative Insurance Corporation	19720
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	740274825	9/15/2024	9/15/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Aviation			9041292	9/6/2024	9/6/2025	Per Claim/Aggregate	2,000,000

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

RE: TRANSIT YARD PROJECT

County of Mariposa, its officers, officials, employees, and authorized designated volunteers are included as Additional Insured on a Primary & Non-Contributory basis with Waiver of Subrogation with respects to the General & Auto Liability policies, as required by written contract.

Worker's Compensation: Waiver of Subrogation is in favor of County of Mariposa, its officers, officials, employees, and authorized designated volunteers, as required by written contract.

Excess Liability policy follows form over the General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Reno Caldwell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Mandy Guo **PHONE (A/C, No, Ext):** 510-272-1402 **FAX (A/C, No):** **E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134 MARKTHO-03	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Co. — 37885 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 110981182 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability & Contr. Pollution Liab Included			DPR5031067	7/1/2024	7/1/2025	Per Claim Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Electric Vehicle Transit Yard Project, 24-B0018

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day NOC

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 8/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ ***County of Mariposa*** Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ ***eXp Realty of California*** DRE Lic. # ***01878277***
Real Estate Broker (Firm)

By _____ ***Twiss Realty Group-Courtney Twiss*** DRE Lic. # ***01808727*** Date _____
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: **2097690532** Fax: **8665712561** **Ritter**
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*
EQUAL HOUSING OPPORTUNITY

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Ritter

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 7/24)

Date Prepared: *September 24, 2024*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *County of Mariposa* ("Buyer").
   ☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other *Government Entity* .
   B. **THE PROPERTY** to be acquired is *5348 State Highway 49 N*, situated in *Mariposa* (City), _____ (County), California, *95338* (Zip Code), Assessor's Parcel No(s). *013-011-0030* ("Property").
   Further Described As _____ .
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
   Seller's Brokerage Firm *EXP OF CALIFORNIA INC.* License Number *00872762*
   Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).
   Seller's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm *eXp Realty of California* License Number *01878277*
   Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).
   Buyer's Agent *Twiss Realty Group-Courtney Twiss* License Number *01808727*
   Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *335,580.00*	☒ All Cash
B		**Close Of Escrow (COE)**	☐ _____ Days after Acceptance OR ☒ on *08/31/2025* (date)	
C	40A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *3,358.00* (*1.00* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer **OR** ☐ _____
D(2)	5A(2)	☐ **Increased Deposit** (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies **OR** ☐ _____ (date) **OR** ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☐ _____	
F	5D	**Balance of Down Payment**	$ *332,222.00*	
		PURCHASE PRICE TOTAL	$ *335,580.00*	

© 2024, California Association of REALTORS®, Inc.

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: 2097690532 Fax: 8665712561 Ritter
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
G(3)	21	☒ **Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement** (C.A.R. Form SPBB attached).		
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I	**Intentionally Left Blank**			
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or *180*) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. ☐ **CR-B attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or *180*) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F	**Insurance**	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	**Common Interest Disclosures** Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
		Possession	**Time for Performance**	**Additional Terms**
M	3R	**Vacant Lot Delivery** ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____ _____.
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	

O	**Intentionally Left Blank**			
P	**Items Included and Excluded**			
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:**		
		☐ _____.	☐ _____.	☐ _____.
P(2)	9	**Excluded Items:** ☐ _____;	☐ _____;	☐ _____;

	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q	**Allocation of Costs**			
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: **SnapNHD - The Industry Leader**	☐ Environmental ☐ Other _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)	10	Gov't Point of Sale Requirements **Inspections and reports**	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both *50/50 split* ☐ Each to pay their own fees	Escrow Holder: *Inter-County Title*
Q(5)	16	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both *50/50 split*	Title Company (If different from Escrow Holder): *Inter-County Title*
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(8)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both	
Q(13)		(A) _____ Reports (B) _____ Reports	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
R	12	**Additional Tenancy Documents** ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate		
S	**OTHER TERMS:** _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Residential Units Purchase Addendum (C.A.R. Form RU-PA)
☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Addendum # _____ (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO)
☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
☐ Other _____
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- [X] Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- [X] Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- [X] Wire Fraud Advisory (C.A.R. Form WFA)
- [X] Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)

(Parties may also receive a privacy disclosure from their own Agent.)

- [ ] Wildfire Disaster Advisory (C.A.R. Form WFDA)
- [ ] Trust Advisory (C.A.R. Form TA)
- [ ] REO Advisory (C.A.R. Form REO)
- [ ] Other _____
- [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- [ ] Short Sale Information and Advisory (C.A.R. Form SSIA)
- [ ] Probate Advisory (C.A.R. Form PA)
- [ ] Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.

(3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified **in paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. INTENDED USE: Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** See **paragraph 33** for additional information.

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. INSURANCE: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. REMOVAL OF CONTINGENCY OR CANCELLATION:
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and **(13)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. ADDITIONAL DISCLOSURES: Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

H. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

I. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

J. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

K. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. TENANCY RELATED DISCLOSURES: Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. TENANT ESTOPPEL CERTIFICATES: If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. SELLER REPRESENTATIONS: Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:

(1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.

(2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.

(3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.

B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change

(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.

(E) Any other specific inspections of the physical condition of the land and improvements.

(2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

E. Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.

G. SIZE, LINES, ACCESS, AND BOUNDARIES: Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. UTILITIES AND SERVICES: Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. PROPERTY DAMAGE: Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS: Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.

Q. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8J**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **37**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 36**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

21. BROKERS AND AGENTS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow**: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40,** and **41.** If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3**, **8**, **11**, or elsewhere in this Agreement.

C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 38A.**
26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    - **A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    - **B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    - **C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    - **D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    - **E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    - **F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    - **G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    - **H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
    - **I. Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    - **J. "Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40** or **paragraph 41.**

O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. FAIR APPRAISAL ACT NOTICE:

A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

36. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 40** and **41** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

38. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.

39. ARBITRATION OF DISPUTES:

A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.

C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.

D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

40. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____,_____ .

(4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of BUYER: *County of Mariposa*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

41. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____,_____ .

(4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of SELLER: *Thomas Ritter*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of SELLER: *Lori Ritter*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm eXp Realty of California DRE Lic. # 01878277
By Twiss Realty Group-Courtney Twiss DRE Lic. # 01808727 Date
By DRE Lic. # Date
Address 5036 Highway 140 City Mariposa State CA Zip 95338
Email courtney@twissrealty.com Phone # (209)769-0532
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm EXP OF CALIFORNIA INC. DRE Lic. # 00872762
By Twiss Realty Group-Courtney Twiss DRE Lic. # 01808727 Date
By DRE Lic. # Date
Address 5036 Highway 140 City Mariposa State CA Zip 95338
Email courtney@twissrealty.com Phone #
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials _____/_____ Seller's Initials _____/_____

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____/_____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.
Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*
EQUAL HOUSING OPPORTUNITY

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: ***5348 State Highway 49 N, Mariposa, CA 95338*** ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

© 2023, California Association of REALTORS®, Inc.

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: **2097690532** Fax: **8665712561** **Ritter**
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Thomas Ritter

SELLER _____ Date _____
Lori Ritter

BUYER _____ Date _____
County of Mariposa

BUYER _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ ***Thomas Ritter*** Date _____

Seller _____ ***Lori Ritter*** Date _____

Buyer _____ ***County of Mariposa*** Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm ***eXp Realty of California*** DRE Lic # ***01878277***

By _____ DRE Lic # ***01808727*** Date _____

Twiss Realty Group-Courtney Twiss

Seller's Brokerage Firm ***EXP OF CALIFORNIA INC.*** DRE Lic # ***00872762***

By _____ DRE Lic # ***01808727*** Date _____

Twiss Realty Group-Courtney Twiss

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

© 2023, California Association of REALTORS®, Inc.

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: **2097690532** Fax: **8665712561** **Ritter**
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***County of Mariposa*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Thomas Ritter*** Date _____

Seller/Housing Provider _____ ***Lori Ritter*** Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: ***5348 State Highway 49 N, Mariposa, CA 95338*** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.
By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ ***County of Mariposa*** Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ ***Thomas Ritter*** Date _____

Seller/Landlord _____ ***Lori Ritter*** Date _____

©2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

County of Mariposa

Buyer/Seller/Landlord/Tenant _____ Date _____

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

EXP OF CALIFORNIA INC., 2603 CAMINO RAMON, SUITE 200, SAN RAMON CA 94583 SAN RAMON CA 94583 Phone: **2097690532** Fax: **8665712561** **Ritter**
Courtney Twiss
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION

(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated _____, ("Agreement") on property known as ***5348 State Highway 49 N, Mariposa, CA 95338*** ("Property") in which ***County of Mariposa*** is referred to as "Buyer", and ***Thomas Ritter, Lori Ritter*** is referred to as "Seller". and ***eXp Realty of California*** is referred to as "Buyer's Broker" and ***EXP OF CALIFORNIA INC.*** is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. **SELLER PAYMENT TO BUYER'S BROKER:**
   A. **AMOUNT:** Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker ***3.000*** % of the purchase price AND, if any, _____ OR, if checked ☐ $ _____ out of the transaction proceeds.
   B. **MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: **(i)** the amount specified in **paragraph 1A**, or **(ii)** the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**
2. **BUYER REPRESENTATION REGARDING COMPENSATION:** Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation agreement with Buyer's Broker and the amount specified in **paragraph 1A** is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
3. **DELIVERY OF BUYER REPRESENTATION AGREEMENT:** Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.
4. **THIRD PARTY BENEFICIARY:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment (Concession) for Buyer's Broker's Compensation.

Buyer _____ ***County of Mariposa*** Date _____

Buyer _____ Date _____

Seller _____ ***Thomas Ritter*** Date _____

Seller _____ ***Lori Ritter*** Date _____

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*

EQUAL HOUSING OPPORTUNITY

CALIFORNIA STATE TRANSPORTATION AGENCY

Gavin Newsom
Governor

Toks Omishakin
Secretary

400 Capitol Mall, Suite 2340
Sacramento, CA 95814
916-323-5400
www.calsta.ca.gov

August 22, 2024

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission (MCLTC)
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Hansen:

In December 2023 MCLTC requested an allocation of $2,571,256 across all fiscal years to support the project listed below, which is the maximum allowable amount. This allocation does not include a request of funding for administrative costs.

1. **Mariposa County Zero Emission Transit Yard Project (new project):** Uses $2,571,257 of TIRCP and ZETCP funds across all fiscal years to support completion of this new project. Includes construction of a new transit yard and will include installation of zero-emission infrastructure to support the transition to a zero-emission fleet.

CalSTA has analyzed the eligibility of the program of projects and reviewed for completeness the allocation request, including the required ridership, technical and data submissions. It has been determined that the submission package meets the minimum program requirements, and the ridership data has been publicly posted to MCLTC's internet website. I am pleased to notify you that the allocation request has been approved. CalSTA will continue working with MCLTC and partner state agencies to validate the technical and data submissions prior to future disbursements.

With this letter, CalSTA authorizes the disbursement $1,161,396 of TIRCP first year funding (100% General Fund) and $91,799 of ZETCP funding ($49,259.34 GGRF+ $42,539.65 PTA) for a cumulative total of $1,253,195. A total amount of $1,163,571 of TIRCP and $154,491 of ZETCP remains available to MCLTC across all fiscal years. This funding will be disbursed in future allocation actions.

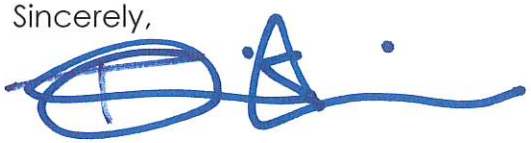
CalSTA will modify the SB 125 Program Guidelines no later than September 30, 2024, for the distribution of funds for the 2024-25 fiscal year, which may include updated fund totals available to MCLTC per year across all fiscal years that were impacted as part of the 2024 final budget agreement.

MCLTC is responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when MCLTC submits its required Annual Report.

Please expect additional correspondence from CalSTA to verify MCLTC's proper bank account information prior to the completion of the transfer of funds.

If you have any questions, please contact CalSTA Chief Deputy Secretary Chad Edison at 916-247-0322.

Sincerely,



TOKS OMISHAKIN
Secretary

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5508	307	45063	State Grant Revenue		(2,571,257)	
5508	307	70111	Community and Office Buildings		2,571,257	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE _____ DATE 10/3/24

APPROVED BY RES NO. CLERK DATE

Public Works - 5508 - Mariposa County Zero Emission Transit Yard Project

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-455

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve a Change in Traffic Circulation on Seventh Street; and Authorize the Director of Public Works and Transportation to Install Any Necessary Signs and Markings in Accordance with Sections 21351 and 21355 of California Vehicle Code

RECOMMENDATION AND JUSTIFICATION

Approve a Change in Traffic Circulation on Seventh Street; and Authorize the Director of Public Works and Transportation to Install Any Necessary Signs and Markings in Accordance with Section 21351 and 21355 of California Vehicle Code.

Seventh Street, between SR140 and Bullion Street, is being repaved as part of the EDA Downtown Revitalization project. The current street widths do not support two travel lanes plus diagonal parking, necessitating a change in traffic patterns. There are no records supporting the installation of the current diagonal parking. The following three alternatives are proposed:

1. **Two-way Traffic**: Eliminate diagonal parking and replace it with parallel parking, resulting in a loss of parking for the surrounding businesses.
2. **One-way Traffic (Westbound)**: Traffic would travel from Bullion Street to SR140 with diagonal parking. Upper Seventh Street, between Jones Street and Bullion Street, is already one-way due to the steep incline. This would allow continuous one-way travel from Jones Street to the highway but could negatively impact businesses trying to attract customers from the highway. The existing River Rock sign on the highway would need to be removed.
3. **One-way Traffic (Eastbound)**: Traffic would travel from SR140 to Bullion Street with diagonal parking.

Staff recommends Alternative No. 3 as the preferred alternative, as shown in Exhibit ‘A’. Diagonal parking would remain on the northern side, angled in the direction of travel. Customers of ‘Yosemite Corners’ would continue to have access to their parking lot immediately off the highway. The preservation of the parking is consistent with the Town Plan.

Seventh Street and Bullion Street is proposed as an all-way stop-controlled intersection. While Level of Service (LOS) is no longer the criterion of significance for traffic impacts in California, it remains an important tool for evaluating traffic flow. The average delay for all vehicles passing through the intersection during peak hours is minimal, with a Highway Capacity Manual (HCM) level of service of ‘A.’

California Vehicle Code Section 21351 grants local authorities the power to erect stop signs within their jurisdiction. This project qualifies as a Class 1 categorical exemption under Section 15301 of the California Environmental Quality Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 25, 2024, the Board approved Resolution 2024-272, an agreement for the construction of the EDA Downtown Project. This project encompasses improvements on 7th Street between the Highway and Bullion Street. The plans currently identify Alternative No. 1, which features two-lane bidirectional traffic and parallel parking. However, Board policy aimed at encouraging economic development and tourism dictates that the County should increase on-street public parking opportunities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Altered streets, roads, and highways must be brought up to code similar to a home renovation. When a builder exceeds 50% of a building area, all non-code-conforming conditions must be addressed. Seventh Street cannot be improved with the EDA Downtown Project and maintain the current layout. It must be brought up to standard.

FINANCIAL IMPACT

There is no financial impact. The modifications to the signs and markings will be incorporated into the EDA Downtown Project.

ATTACHMENTS

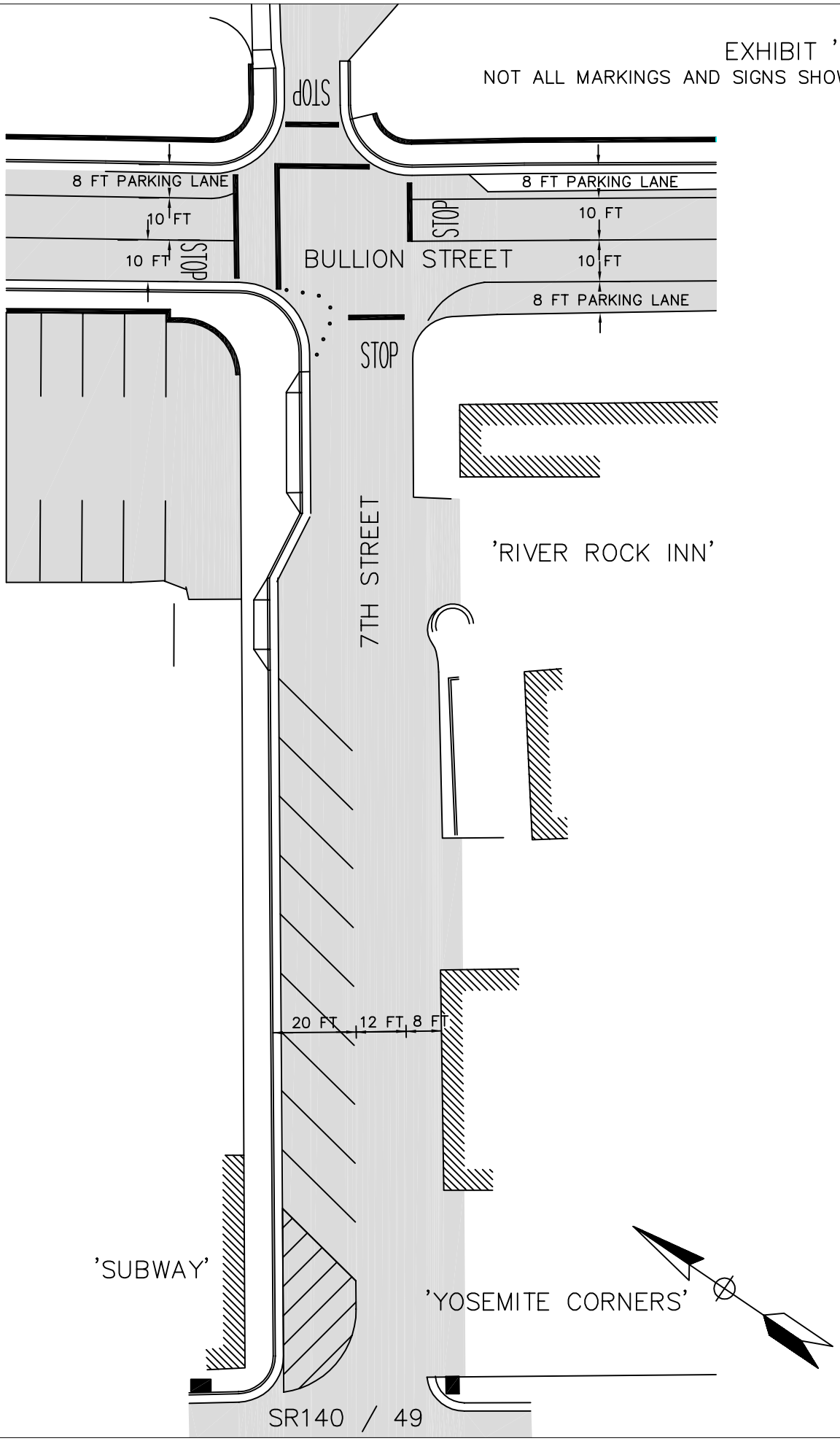
1. Exhibit A

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
EXCUSED:	District II Supervisor Shannon Poe

EXHIBIT 'A'

NOT ALL MARKINGS AND SIGNS SHOWN



MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-456

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Vincent Kehoe, Assessor/Recorder
RE:	Approve an Agreement with Tyler Technologies in the Amount of $185,035 for Upgraded Recording System for County Recorder; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tyler Technologies in the Amount of $185,035 for Upgraded Recording System for County Recorder; and Authorize the Board of Supervisors Chair to Sign the Agreement

County Recorders maintain the system for posting to the public record all deeds related to real estate transactions, such as Grant Deeds, Deeds of Trust, Quitclaim Deeds and Trustees Deeds, plus recorded Parcel Maps and Records of Survey. The Recorder is also the registrar of vital records such as Certificates of Birth, Death and Marriage. The current recording software is tied to the old HTE/AS400 computer system that will be phased out at some point and will not be viable for our future recording.

The Recorder is proposing to convert from the HTE-tied system to the Eagle Recording System provided by Tyler Technologies. Thirty five of the 58 County Recorders in the State have converted to Tyler Technologies for their recording systems. Just Kern and Mariposa counties remain on the Avenu Solutions system that is tied to the old HTE/AS400 “green screen”, and Kern is in the process of migrating to Tyler as well.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County recording system has not been updated since we began using HTE. It is imperative that it is updated so that we may continue to record documents as required by statute. The BOS has approved similar conversions to Oracle as well as to a different branch of Tyler Technologies for Development Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and negative action would cause the County Recorder to be unable to record documents and register vital records as required by law.

FINANCIAL IMPACT

County Recorders are required to collect fees upon the recording of every document. Fees accumulate in funds designated for the maintenance and conversion of our recording system. These funds may not be used for any other purpose; no other county revenue is required to pay for this conversion. The first

year of the contract is $55,060. The five-year contract total is $185,035.

We will use the cooperative purchasing agency known as Sourcewell to secure this purchase. Sourcewell obtains competitively solicited contracts from a variety of commercial suppliers and makes discounted (10%) contract terms available to their participating agencies. Mariposa County is a Certified Participating Agency and Tyler Technologies is an approved Sourcewell provider.

ATTACHMENTS

1. Tyler Technologies - Service Agreement for Eagle Recording System 9-2024

VOTE RESULT

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

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and Mariposa County, California ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 204160.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Mariposa County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or

functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.

- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current

Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we

will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was

required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a

justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
	Schedule 1: Vitals Access Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Mariposa County, California

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Mariposa County
PO Box 729
Mariposa, CA 95338-0729
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jon Phillips
Quote	Sourcewell
Expiration:	9/30/24
Quote Name:	Mariposa SaaS 3-6-2024

Sales Quotation For:
Mariposa County
PO Box 729
Mariposa, CA 95338-0729
Phone: 12099667606

Tyler Software

Description	# of Years	Annual Fee
Records Management		
Software		
Recorder Base		
Full Seat License [5]		
eRecording		
Records Public Access		
Ecommerce		
Fraud Notify		
PDF Viewer		
Public View		
	Original SaaS price:	$28,684
	Sourcewell discount (10%)	$2,868
	TOTAL 5	**$ 25,815**
		(Excluding payment annual PCI fee)

Transaction Fees

Description	Transaction Fees
eCertification	$ 3.00
Vitals Access	$ 5.00
ID.Me	$ 5.00
Payments Core	
Payments Core POS	

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		

Business Process Review
Initial Software Installation
Conversion
UAT/Conversion Review
Implementation
Training
Go Live
Records Public Access Package
eRecording
Fraud Notify
eCommerce
Vitals Access Service
eCertification Service

	Total Hours	*278*	
	TOTAL	**$ 53,550**	**$ 0**

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler Third Party			
2 Year SSL Security Certificate	1	$ 200	$ 0
Tyler One			
Payments Annual PCI Fee	1	$ 0	$ 180
Payments Lane 3000 Terminal Purchase	1	$ 419	$ 0
Records Management			
Certification Fee (SSL Certificate) 3yr Certification Please Note: Year 4, County would be required to purchase recertification.	3	$ 891	$ 0
	TOTAL	**1,510**	**$ 180**

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Recurring Annual Fees	$ 25,995.00	$ 25,995.00	$ 25,995.00	$ 25,995.00	$ 25,995.00

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 25,815
Total Tyler Services	$ 53,550	$ 0
Total Third-Party Hardware, Software, Services	$ 1,510	$ 180
Summary Total	**$ 55,060**	**$ 25,995**
Contract Total	**$ 185,035**	

TYLER PAYMENTS:

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:
https://www.tylertech.com/terms/payment-card-processing-agreement

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Fees for year one of any hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if applicable).

Payer Electronic Payment Costs If passing transaction costs to the payer	
Technology Fee - Flat fee per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by the County. County is adopting Vitals Access and eCertify. **ID.Me** will also be used by County for this contract.	Fee subject to module, refer to investment summary
Payer Card Cost – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for transactions. **Applied to:** Over the Counter and Web transactions including Vitals Access and eCertify.	3.5%
Payer eCheck Cost – per electronic check transaction	$1.95
Miscellaneous Costs	
Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	$15.00
eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)	$5.00
Card Terminal Purchase – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration, and support	Lane 3000: $419 (one-time fee) Plus $180 Device Annual Support

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Acceptance

The following process will be used for accepting Deliverables and Control Points:

1. County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If county does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If county does not agree the particular Deliverable or Control Point meets requirements, county shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If county does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.

Professional Services
eCertification

Tyler Technologies will provide remote services for eCertify, as follows:

Scope of Work:

Project Management

1. Install and Configure Signing Certificate
2. Update Records Management Software to 2023.1
3. Create the certification image and configure the certification stamps
4. Configure Records Public Access to offer eCertification as a purchase option
5. Install Tyler Payments
6. Configure Tyler Payments

Please note - a renewal for the SSL certification at the end of the 3-year term will be required.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Statement of Work

Statement of Work follows.

Exhibit D
Statement of Work

Mariposa County Recorder

SOW from Tyler Technologies, Inc.

4/17/2023

Presented to:
Vincent Kehoe
4982 10th Street
Mariposa, CA 95338

Contact:
Jon Phillips
Email: Jon.Phillips@TylerTech.com
1627 Cole Blvd, Suite 300, Lakewood, CO 80401

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 County Roles & Responsibilities 9
5.2.1 County Executive Sponsor 9
5.2.2 County Steering Committee 9
5.2.3 County Project Manager 9
5.2.4 County Functional Leads 11
5.2.5 County Power Users 11
5.2.6 County End Users 12
5.2.7 County Technical Lead 12
5.2.8 County Change Management Lead 12

PART 3: PROJECT PLAN 13

6. Project Stages 13
6.1 Initiate and Plan 14
6.1.1 Initial Coordination 14
6.1.2 Project/Phase Planning 15
6.1.3 Infrastructure Planning 16

6.1.4 Stakeholder Meeting....17
6.1.5 Intentionally left blank. 18
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 18
6.2 Assess & Define....18
6.2.1 Solution Orientation....18
6.2.2 Current & Future State Analysis....19
6.2.3 Conversion Assessment....20
6.2.4 Intentionally left blank. 21
6.2.5 Intentionally left blank. 21
6.2.6 Control Point 2: Assess & Define Stage Acceptance....21
6.3 Prepare Solution....22
6.3.1 Initial System Deployment....22
6.3.2 Configuration....23
6.3.3 Process Refinement 24
6.3.4 Conversion Delivery 26
6.3.5 Intentionally left blank. 27
6.3.6 Intentionally left blank. 27
6.3.7 Control Point 3: Prepare Solution Stage Acceptance....27
6.4 Production Readiness 28
6.4.1 Solution Validation....28
6.4.2 Go-Live Readiness....29
6.4.3 End User Training....30
6.4.4 Control Point 4: Production Readiness Stage Acceptance 31
6.5 Production 31
6.5.1 Go-Live 31
6.5.2 Transition to Client Services 33
6.5.3 Post Go-Live Activities....34
6.5.4 Control Point 5: Production Stage Acceptance 34
6.6 Close....35
6.6.1 Phase Closeout 35
6.6.2 Project Closeout 36
6.6.3 Control Point 6: Close Stage Acceptance....37

7. General Assumptions 37
7.1 Project 37
7.2 Organizational Change Management 38
7.3 Resources and Scheduling....38
7.4 Data....38
7.5 Facilities....39

8. Glossary 40

PART 4: APPENDICES 43

9. Conversion 43
9.1 Eagle RecorderRecorder Conversion Specification 43

9.1.1 Providing Data 43
9.1.2 Images 43
9.1.3 Redactions 44
9.1.4 Annotations 45

10. Additional Appendices 49
10.1 Intentionally left blank 49

11. Project Timeline 1
11.1 Sample Eagle RecorderTimeline 1

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the "Project").

The overall goals of the project are to:

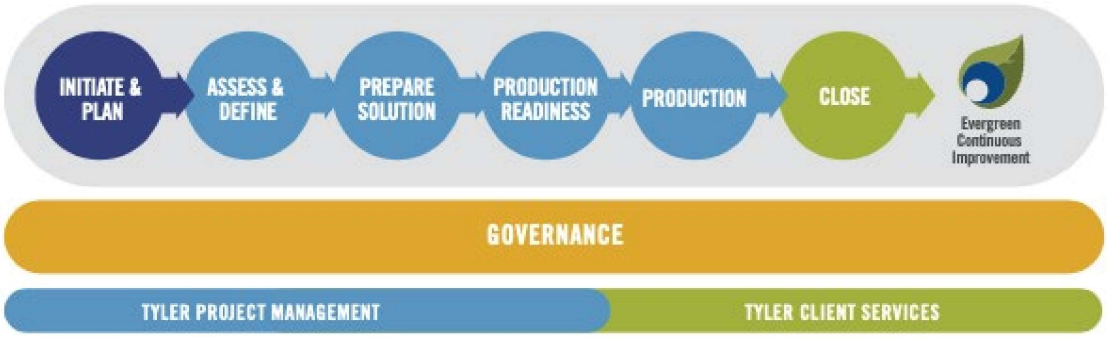
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Eliminate redundant data entry
- Provide a user-friendly user interface to promote system use and productivity

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

Iterative Project Model

The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

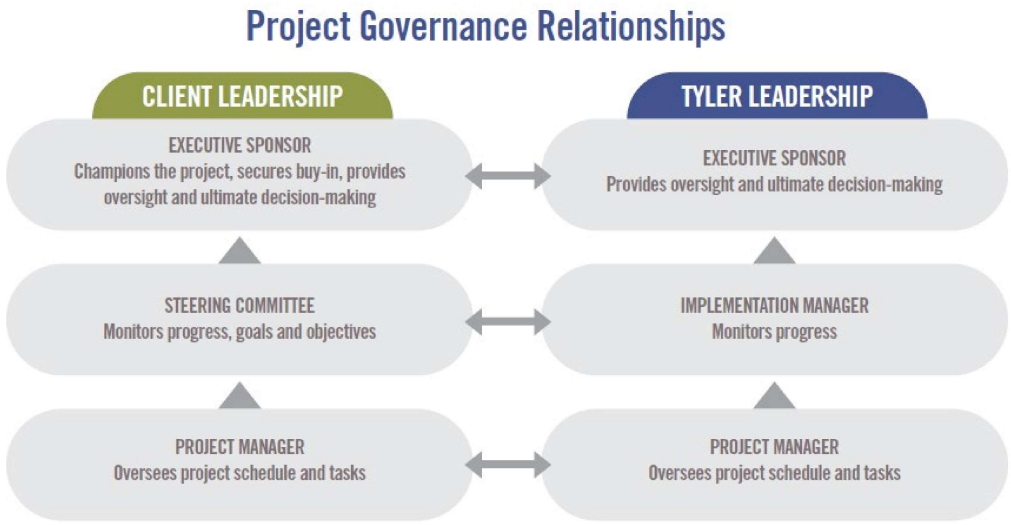
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

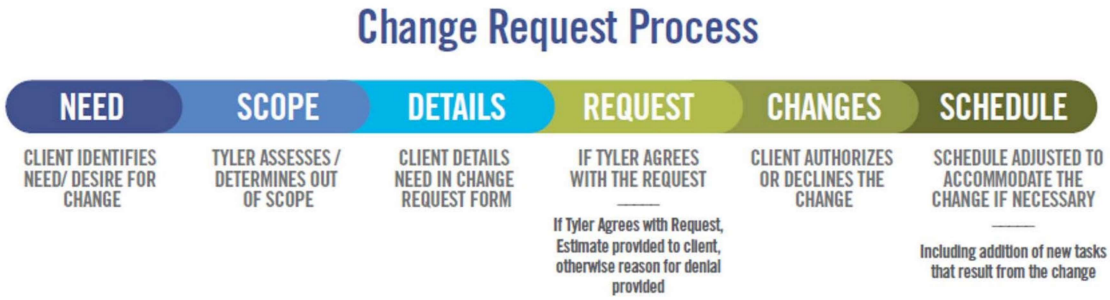
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - County Policies
    - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of County resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

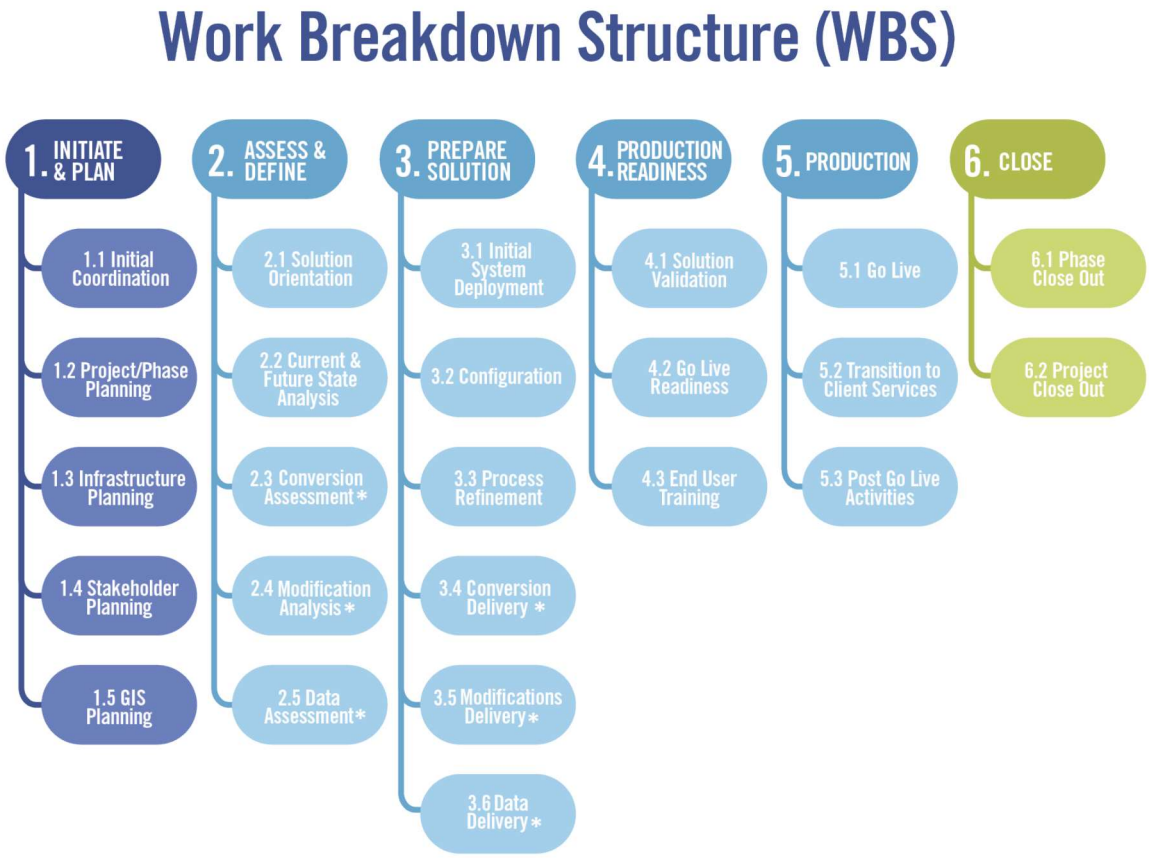
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the County.



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Countyproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	**Infrastructure Planning**																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Countycurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.

- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C

Install Licensed Software on County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			

Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.

- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out															
	Tyler								County							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.

- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Eagle RecorderRecorder Conversion Specification

The Eagle RecorderRecorder conversion includes converting data from a single database dump file into the Eagle RecorderRecorder application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Eagle RecorderRecorder. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
  - Microsoft SQL Server ®
  - Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
  - Pipe delimited
  - Tab delimited
  - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up

- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Eagle RecorderRecorder. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Eagle Recorder Recorder. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Eagle Recorder Recorder database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes

Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name
Recording Date	Parent1 Name
Book/Volume/Page or Book/Page	Parent2 Name
Gender	Death Date
Deceased	Amendment Date
Amendment	Amendment Comment
Notes	Place of Birth
Notes Internal	Related Data
Birth Date	Do Not Issue
Number of Pages	

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)

Return To	Discharge Date

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number

Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Sample Eagle RecorderTimeline

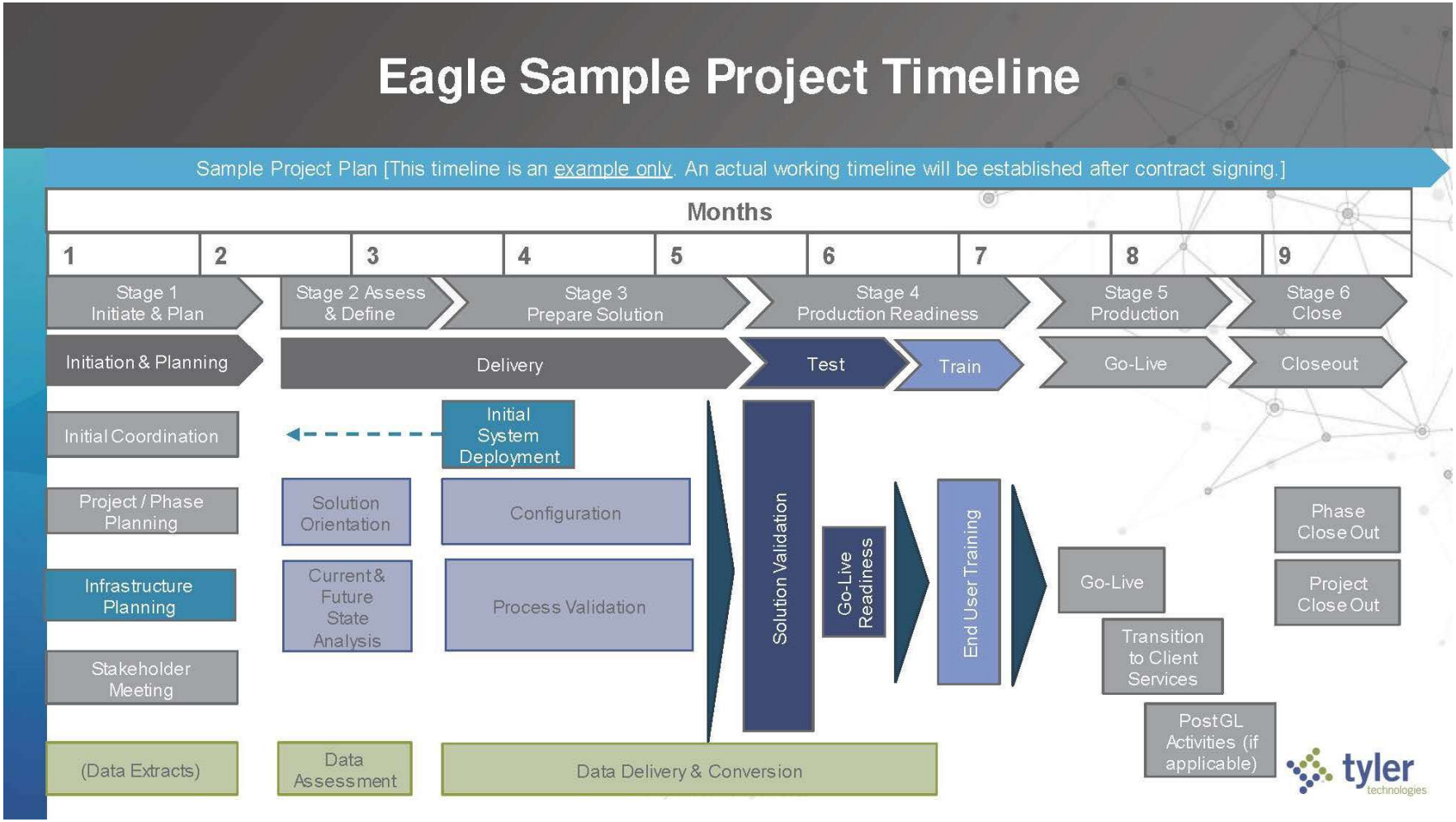


Exhibit D
Schedule 1
Vitals Access SOW

Project Objective

Vitals Access provides a secure, easy-to-use portal for county customers to request and pay for copies of vital records online, via Self Service. Once verification of identity has taken place, customers can pay for the copies via credit card or eCheck.

Vitals Access requests flow seamlessly into the Self Service request queue for review by county staff to verify identification documentation, print requested document(s), then finish and receipt them.

Once complete, the customer will receive an email notification which informs them their document is on the way. If the request/order could not be fulfilled, the county customer would receive an email explaining the issue and instructions for correcting the issue.

Project Overview

- Add the county to the Vitals Access portal and connect with Eagle Recorder
- Create the fillable PDF forms and configure the request types
- Configure fees for each request type
- Configure shipping options offered by the county
- Obtain and configure merchant accounts in Tyler Payments (please see information on page 3)
- Create links between the county's website and the Vitals Access portal

Project Prerequisites and Requirements

- Eagle Recorder must be on version 2022.1, and have the necessary modules and web services installed and enabled.
- Self Service Actions need to be configured for the request types that will come be submitted through the Vitals Access portal.
- County will need to obtain merchant account agreements through the Tyler Payments team (please see information on page 3)
- County will need to create a fillable PDF form for each request type. This can be done using 3rd party tools such as Adobe Acrobat.

Outside of Project Scope

- Tyler staff may assist or offer guidance on creating the PDF forms, but the county is ultimately responsible for the forms they present to their customers.
- Vitals Access is intended to be used for copies of Birth, Death, Marriage, and DD214 documents. Other document types, such as marriage license applications and fictitious business names should be processed using the existing Self Service module.
- House accounts cannot be used for payment in the Vitals Access portal.

Process

Task	Owner
Project Kickoff	Tyler Project Manager
Obtain merchant account agreements	Tyler Payments Consultant
Training on Tyler Payments reports and tools	Tyler Payments Consultant
Review forms to be accepted	Tyler Implementation Consultant
Create the fillable PDF forms and send to Tyler	County Staff
Configure the connection between TEST Eagle Recorder and TEST Vitals Access portal	Tyler Implementation Consultant
Configure the forms, fees, fee parameters, and shipping methods in TEST Eagle Recorder and TEST Vitals Access	Tyler Implementation Consultant
Training on how to use Vitals Access	Tyler Implementation Consultant
Acceptance test the submission and fulfillment process in TEST	County Staff
Configure PRODUCTION Tyler Payments	Tyler Payments Consultant
Configure PRODUCTION Eagle Recorder and Vitals Access based on test systems	Tyler Implementation Consultant
Acceptance testing in PRODUCTION	County Staff
Share promotional materials with the county	Tyler Implementation Consultant
Share support information with the county	Tyler Implementation Consultant
Add links from the county web site to Vitals Access	County IT
Go Live	Tyler Implementation Consultant
Handoff to support	Tyler Implementation Consultant/Support Manager

Acceptance

The following process will be used for accepting Deliverables and Control Points:

1. County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If county does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If county does not agree the particular Deliverable or Control Point meets requirements, county shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If county does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Waive First Reading and Introduce an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking" (Supervisor Forsythe)

RECOMMENDATION AND JUSTIFICATION

Waive First Reading and Introduce an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking"

This Ordinance Will Prohibit Unlawful Camping on Public and Private Property, and Obstructions of Public Rights of Way. The Purpose and Intent of This Ordinance is to Protect the Public Health, Safety, and Welfare of All Mariposa County Residents, Including Those Residing in Unlawful Camping Sites, By Establishing a Clear Process for Abating Unlawful Camping on Public and Private Property. The Recommended Creation of the Ordinance Would Make a Violation for Unlawful Camping Punishable as a Misdemeanor and Impose Civil Penalties of Violation. California Government Code Section 25132, Subdivision (a), Provides the Authority for the Legislative Body of a County for Unincorportated Areas to Enact Ordinances to Impose Criminal Fines and Penalties and Violations of a Country's Local Ordinances.

Unlawful Camping Interfers Within the Rights of the Public to Use and Access Public Areas in a Safe, Healthy, and Peaceable Manner. Unlawful Camping on Private Property Adversly Affects Private Property Owner Rights as well as Public Health, Safety, and Welfare of the Community, Including the Individuals Residing Within Unlawful Camping Sites. Long Stating Unlawful Emcampments are a Frequent Target for Illegal Dumping, Contributing Blights, Fostering Disease; and Attracting Criminal Behavior, Which Negatively Impacts the Health and Safety of the Community, Including the Individuals Residing Within the Unlawful Encampment. Regulation of Encampment Within Mariposa County is Necessary to Mitigate Public Nuisance. The Recommend Ordinance Establishes Criminal Penalties Specific to Unlawful Camping and Streamlines the Administrative Remedies for Addressing Unlawful Camping. As a Misdemeanor, Unlawful Camping Would Be Subject to a Criminal Penalty of $500 and/or Up to Six(6) Months In Jail.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Current Enforcement Mechanisms for Addressing Unlawful Camping are Inadequate to

Expeditiously Resolve Encampments That Negatively Affect Public Health and Safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without This Ordniance The County Would Not Have the Ability to Prevent Unlawful Camping On Public and Private Property and Obstruction of Public Rights of Way.

FINANCIAL IMPACT

There is No Increase in Net County Cost Associated With the Recommended Action.

ATTACHMENTS

1. **Unlawful Camping Ordinance**
2. **Unlawful Camping Ordinance summary - 1684**

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
EXCUSED:	District II Supervisor Shannon Poe

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW CHAPTER 10.10 ENTITLED "UNLAWFUL CAMPING AND OBSTRUCTION OF PUBLIC RIGHTS OF WAY" AND AMENDING SECTION 10.08.031 OF THE MARIPOSA COUNTY CODE ENTITLED "CAMPING AND OVERNIGHT PARKING"

WHEREAS, the Board of Supervisors desires to create a new Chapter 10.10 of the Mariposa County Code entitled "Unlawful Camping and Obstruction of Public Rights of Way" for the purpose of preventing unlawful camping on public and private property and obstruction of public rights of way; and

WHEREAS, the Board of Supervisors also desires to amend Section 10.08.031 of the Mariposa County Code entitled "Camping and Overnight Parking" to be consistent with the language contained in the newly created Chapter 10.10.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Chapter 10.10 entitled "Unlawful Camping and Obstruction of Public Rights of Way" shall read in its entirety as follows:

Section 10.10.010	Title, Purpose, and Intent
Section 10.10.020	Definitions
Section 10.10.030	Unpermitted Camping on Public Property Prohibited
Section 10.10.040	Unpermitted Camping on Private Property Prohibited
Section 10.10.050	Obstruction of Public Access to Sidewalks, Trails, Public Facilities, and Other Public Rights of Way, and Other Public Offenses
Section 10.10.060	Abatement of Encampments and Camp Facilities and Materials
Section 10.10.070	Notice
Section 10.10.080	Storage and Disposal
Section 10.10.090	Enforcement and Remedies for Violation
Section 10.10.100	Non-Exclusive Remedy
Section 10.10.110	Severability

10.10.010 Title, Purpose, and Intent

This chapter shall be known as the "Unlawful Camping and Obstruction of Public Rights of Way" ordinance. Publicly accessible areas under the jurisdiction of the County of Mariposa should be readily available and usable for the safe, healthy, and peaceable enjoyment of the public at large. The use of public areas for camping purposes or storage of personal property interferes with the rights of others to use and access these areas in a safe, healthy, and peaceable manner within the purposes for which they are intended. Camping on private property without the consent of the owner, and where camping is not authorized and without proper sanitary measures adversely affects private property rights as well as the public health, safety, and welfare of the residents of Mariposa County. The purpose and intent of this chapter, pursuant to

Penal Code section 372, is to establish standards and prohibitions for behaviors related to public camping, bathing or other offenses that are detrimental to the preservation of public property and the health, safety and welfare of the public accessing public property or traversing public rights of way; to ensure and maintain publicly accessible areas in a safe and sanitary manner, for the peaceable use and enjoyment of the public at large; and to maintain private property in a safe and sanitary condition to protect the health, safety and welfare of the community.

10.10.020 Definitions

For the purposes of this chapter:

A. "Camp(ing)" means to place, pitch, establish or occupy camp facilities or materials, including but not limited to, the laying down of bedding or the use of other camping materials for the purpose of temporarily, irregularly, or permanently sleeping, staying, living, or residing. An activity shall constitute camping or lodging when it reasonably appears, in light of all circumstances, that the individual(s), in conducting these activities, are in fact using the area as living accommodations regardless of the intent of the individual(s) or the nature of any other activity in which they may be engaging.

B. "Camp Facilities or Materials" includes but is not limited to, tents, huts, tarpaulins, cardboard boxes, blankets, bedrolls, mattresses, cots, sleeping bags, hammocks, lawn and folding chairs, cooking equipment, warming fires, ice chests, and similar items, or vehicles operable or otherwise.

C. "County Administrative Officer" shall refer to the County Administrative Officer or his or her designee.

D. "Enforcement Officer" means any duly sworn peace officer with the power to arrest.

E. "Personal Property" means personal effects or property consisting of the following items: identification or social security cards; medications; medical devices; eyeglasses; photographs/photo albums; tax or medical records; and reasonably usable, non-soiled, non-verminous items that are reasonably believed to have value, including tents, blankets, sleeping bags, clothes, and operational bicycles (i.e. complete bicycles, not standalone bicycle parts). The definition of Personal Property does not include contraband.

F. "Public Property" means all public property, including but not limited to, public buildings, streets, sidewalks, trails, alleys, medians, greenways, easements, parks, waterways, canal banks, county highways (as defined in sections 25, 960.5 and 1480 of the California Streets and Highway Code, or as amended), and other rights of way dedicated for public use and lawfully accepted by the County, and other public amenities.

G. "Private Property" means all private property, including but not limited to real property, yards, private alleyways, sidewalks, trails, private roads, agricultural land, and undeveloped lots.

H. "Sheriff-Coroner-Public Administrator" shall refer to the Sheriff-Coroner-Public Administrator or his or her designee.

I. "Store(ing)" means to put aside or accumulate to use when needed, to put for safekeeping, and/or to place or leave in a location.

10.10.030 Unpermitted Camping on Public Property Prohibited

A. It is unlawful and a violation of this ordinance for any person(s) to camp, occupy camp facilities, or use camping materials on public property not specifically designated

for day and/or overnight camping.

B. This section shall not apply to public property specifically designated for camping or where camping is an authorized use by a responsible local, state, or federal agency. Persons desiring to camp on public property owned, controlled, or maintained by a department of the United States, the California Department of Parks and Recreation, or other local public agencies must comply with the applicable laws, regulations and permitting requirements of the responsible department of the United States, the California Department of Parks and Recreation, or other local public agencies.

C. Nothing in this ordinance shall prohibit the possession or transportation of camping facilities or materials on public property, unless otherwise in violation of this ordinance.

D. In the situation an unpermitted camp is erected, notification shall be provided prior to enforcement action, as provided in section 10.10.070.

10.10.040 Unpermitted Camping on Private Property Prohibited

A. Except as provided in this section, it is unlawful and a violation of this ordinance for any person(s) to camp, occupy camp facilities, or use camping materials on private property not appropriately zoned under the Mariposa County Code, or authorized by the necessary land use entitlements for camping and camping related recreational activities.

B. Nothing in this ordinance shall prohibit camping on private property by the owner(s), lessee(s), or other persons with the written permission of the owner; provided that such consent is verified upon demand by County staff and peace officers; and provided that all provisions of the Mariposa County Code and State and County health and sanitation requirements are complied with.

C. This section shall not apply to private property for camping and camping related activities provided, sponsored, and/or facilitated by youth organizations, religious organizations, or private associations on lands specifically designated for camping and camping related activities and such uses are approved pursuant to the Mariposa County Code and all State and County health, and sanitation requirements are complied with.

D. This section does not apply to approved employee housing as defined and authorized in the Mariposa County Code.

E. Nothing in this section shall prohibit camping on private property where camping and camping related activities are an approved use under the Mariposa County Code and all State and County health, and sanitation requirements are complied with.

F. In the situation an unpermitted camp is erected, notification shall be provided prior to enforcement action, as provided in section 10.00.070.

Section 10.10.050 Obstruction of Public Access to Sidewalks, Trails, Public Facilities, and Other Public Rights of Way, and Other Public Offenses

A. No individual shall obstruct a street, sidewalk, alleyway, trail, county highway (as defined in sections 25, 960.5 and 1480 of the California Streets and Highway Code, or as amended), entrance to public facilities, or other public right of way (as defined by the Americans with Disabilities Act of 1990, or as amended) by sitting, lying, or sleeping, or using or storing personal property in, or upon any pubic road or other public right of way.

B. No individual shall obstruct any street, sidewalk, alleyway, trail, county highway, or other public right of way within the following locations:

1. Five hundred (500) feet of any public or private school, public park, playground, public or private childcare facility, and public library;

2. One hundred (100) feet of any roadway overpass or underpass, tunnel, or bridge;

3. Fifty (50) feet of a fire hydrant, fire plug, or other fire department or fire protection district connection, and any designated fire lanes; and

4. Ten (10) feet of any operational or utilizable driveway or loading dock.

C. Immediate Removal: Any violation of this section shall be subject to immediate removal by enforcement officers and peace officers.

D. It is unlawful and a violation of this ordinance to bathe in public fountains or other public property not designated as a shower facility.

E. It is unlawful and a violation of this ordinance to urinate or defecate upon public property not designated as a restroom facility.

10.10.060 Abatement of Encampments and Camp Facilities and Materials

A. Notwithstanding section 10.10.050.C., the County may abate or remove camp facilities and materials, or an encampment established in violation of this chapter after providing written notice of such abatement. Any camp facilities and materials, or encampments established in violation of this chapter may be subject to abatement without advanced written notice by the County, if the encampment poses an imminent and substantial threat to public health or safety, as determined by the Sheriff-Coroner-Public Administrator and upon consultation with the County Administrative Officer.

B. Abatement pursuant to this section may include, but is not limited to, removal of camp facilities and materials, trash, debris, junk, hazardous waste, infectious waste, and vehicles.

10.10.070 Notice

A. Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is Storing or claims ownership of the Personal Property or is posted conspicuously on or near the Personal Property and the actual removal commences no less than 72 hours after the pre-removal notice is posted. The written notice shall contain the following:

1. A general description of the Personal Property to be removed.
2. The location from which the Personal Property will be removed.
3. The date and time the notice was posted.
4. A statement that the Personal Property has been Stored in violation of section 10.10.050.
5. A statement that the Personal Property may be impounded if not removed from Public Property within 72 hours.
6. A statement that moving Personal Property to another location in a Public Property will not be considered removal of Personal Property from Public Property.
7. The address where the removed Personal Property will be located, including the telephone number and the internet website of the County through which a person may receive information as to the impounded Personal Property as well as information as to voluntary storage location(s).

8. A statement that impounded Personal Property may be discarded if not claimed within 30 days of impoundment.

B. Post-Removal Notice. Upon removal of impounded Personal Property, written notice shall be conspicuously posted in the area from which the Personal Property was removed. The written notice shall contain the following:

1. A general description of the Personal Property removed.
2. The date and approximate time the Personal Property was removed.
3. A statement that the Personal Property has been Stored in violation of section 10.10.050.
4. The address where the removed Personal Property will be located including a telephone number and internet website of the County through which a person may receive information as to impounded Personal Property.
5. A statement that impounded Personal Property may be discarded if not claimed within 30 days after impoundment.

10.10.080 Storage and Disposal

A. Except as specified herein, the County shall move Personal Property to a place of storage.

B. Except as specified herein, the County shall store impounded Personal Property for 30 days, after which time, if not claimed, it may be discarded. The County shall not be required to undertake any search for, or return, any impounded Personal Property stored for longer than 30 days.

C. The County shall maintain a record of the date any impounded Personal Property was discarded.

10.10.090 Enforcement and Remedies for Violation

A. A violation of this chapter is declared to be a public nuisance and subject to the penalties stated herein.

B. A violation of this chapter is a misdemeanor, punishable by confinement of up to six months in jail and/or fines up to $500 per violation.

10.10.100 Non-Exclusive Remedy

This chapter is not the exclusive regulation or penalty for acts related to unlawful camping, obstruction, of public rights of way, or interference with the public's access and use of Public Property. It supplements and is in addition to other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the County, state or any legal entity or agency having jurisdiction.

10.10.110 Severability

If any portion of this chapter is held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The Board hereby declares it would have passed each remaining portion irrespective of the fact that any one or more portions are declared invalid.

SECTION II: Section 10.08.031 entitled "Camping and Overnight Parking" shall be amended to read as follows:

10.08.031 Camping and Overnight Parking

~~A. It shall be unlawful to camp or park unauthorized private vehicles overnight in or upon any county owned or managed property except in designated campgrounds.~~

~~B.~~ No person shall stop, park, stand or leave standing any vehicle whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control devices between the hours of 10:00 pm and 6:00 am on State Highway 140 on the north side from a point .33 miles east of Caltrans Mile Marker 51 and to a point 760 feet west of the Yosemite National Park Monument, or on the south side from a point .33 miles east of Caltrans Mile Marker 51 to the Yosemite National Park Monument, and the Director of Public Works and Transportation of the County of Mariposa is directed to place and maintain appropriate signs of this regulation.

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this __ day of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

SUMMARY OF PROPOSED ORDINANCE

The Ordinance to add Chapter 10.10, to Title 10 of the Mariposa County Code (the Ordinance Amendment) is to declare unlawful camping and obstruction of public rights of way to be a public nuisance, to protect public health, safety, and welfare, to discourage and prevent unlawful encampments from interfering with the public's right to use and enjoy publicly accessible buildings and spaces, and to accomplish these objectives in a manner that preserves the dignity and safety of all residents of the County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-457

MEETING:	October 15, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve a Budget Action Re-Establishing a Measure M Fund 3651 for $3,977,645 and Recognizing Expenditures Budgeted to be Covered by Measure M Funds (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve a Budget Action Re-Establishing a Measure M Fund 3651 for $3,977,645 and Recognizing Expenditures Budgeted to be Covered by Measure M Funds (4/5's Vote Required).

This item represents a portion of item 1582, originally scheduled for September 10th. The item was pulled so that a separate item to re-establish the Measure M fund could be brought back to the Board, with the benefit of a discussion with the Sheriff, Fire, and Public Works Departments in advance of the completion of the budget action.

When Measure M passed in November 2018, Mariposa County established a fund to track revenue generated as a result. Funds were then transferred into the general fund Sheriff and Fire budgets as well as to the Roads fund. When the County updated the chart of accounts, the Auditor, in collaboration with Administration, determined that a separate fund was not required, because Measure M funds are general purpose revenue.

Staff, Board members, and community constituents have requested that the Measure M fund be re-established to provide transparency in fund management. The attached budget action recognizes the budgeted revenue in fund 3651 and clearly shows the transfers being made to the three respective departments listed above.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Item 1582: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to re-establish the Measure M fund or to request that expenditures be budgeted differently. The consequences of those decisions would depend on what decision is made.

FINANCIAL IMPACT

A choice to budget for new expenses, not previously budgeted in the FY25 Recommended Budget, would require an increase in revenue, a reduction in other expenses, or a reduction in the general fund contingency. Similarly, a choice to budget more funding in the Roads fund than was previously budgeted in the FY25 Recommended Budget, would require an increase in revenue, a reduction in other expenses, or a reduction in the general fund contingency.

ATTACHMENTS

1. Measure M 10.15.24 Budget Action

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
EXCUSED:	District II Supervisor Shannon Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3651	100	41102	Transient Occupancy Tax		(3,977,645)	
3651	100	80111	Transfers Out		3,977,645	
1001	100	41102	Transient Occupancy Tax			(3,977,645)
1001	216	49101	Transfer In		(1,775,595)	
1001	228	49101	Transfer In		(1,775,594)	
1001	100	80111	Transfers Out			426,456
				TOTALS	(3,551,189)	(3,551,189)

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: 24-25

DEPARTMENT HEAD SIGNATURE DATE 10/7/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

NOTE

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System.

On July 16, 2024, Leigh Westerlund gave an update on the ERP, which included the following:

- Historical overview of the project to date
- Support systems in place post-go-live
- Project challenges and complexities
- Project successes

At the end of that presentation, the Board asked that departments be asked to provide feedback and insights on the ERP system in their own words. Attached you will find complete responses to the following questions:

1. Describe your and your departmental team's experiences with Oracle today.
2. What specifically is great?
3. What specifically is challenging?
4. What strategies have you used to turn challenging situations into great ones?
5. What would you like to improve about the Oracle support systems in place?

We hope to have representatives from departments in the boardroom if questions arise.

The administration has prepared a short slide show outlining the key takeaways they saw in the departmental responses, which is also attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 5, 2020, the Board approved the contract with Oracle and Graviton Consulting Partners
July 1, 2021, Mariposa County went live with the Enterprise Resource Planning system

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The board could choose not to hear the presentation, and therefore not receive an update on the ERP project.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ERP Update 10.15.24**
2. **ERP Feedback Slides 10.15.24**

ADMINISTRATION – TECHNICAL SERVICES – OTHER DIVISIONS HAVE SPOKEN ON ORACLE ROUTINELY, SO DID NOT COMMENT HERE

Describe your and your departmental team's experiences with Oracle today. Our primary use of Oracle revolves around timekeeping and procurement. As a centralized function, we engage in numerous orders and agreements, making Oracle an integral part of our daily operations. Access to this centralized data has greatly enhanced our ability to generate accurate figures for many technical projects of the county.

What specifically is great? The quick and easy access to historical data has been a significant improvement. Previously, retrieving this data was time-consuming and cumbersome. Now, the ability to swiftly find and export data allows us to dedicate more time to analysis and decision-making, making our processes more efficient.

What specifically is challenging? Challenges typically arise with less frequent or complex tasks, such as unlocking a past timecard for editing. However, we've been able to navigate these challenges effectively with the support of the ERP Helpline team and subject matter experts (SMEs), who provide timely assistance when needed.

What strategies have you used to turn challenging situations into great ones? Our approach has centered on patience and understanding. Implementing a system as comprehensive as Oracle is a major endeavor, especially when it's long overdue. Even top-performing organizations experience confusion and frustration during such transitions. Our Oracle implementation not only updated our technology but also required adaptations in some of our processes. Embracing this necessary change and supporting its development has been crucial in helping us realize the long-term benefits of this system.

What would you like to see improve about the Oracle support systems that are in place? It could already be happening, but I would like to see more opportunities for departments to take a leadership role or assist in the ongoing implementation and adoption of Oracle. Since many processes directly impact specific departments, having them champion these changes could enhance overall understanding and support for the system. Additionally, focusing more resources on Oracle improvements rather than investing in supplementary software would be beneficial, as it would help streamline processes and reinforce the central role of Oracle in our operations.

AGRICULTURAL COMMISSIONER

Describe your and your departmental team's experiences with Oracle today. The Agricultural Commissioner's office has had some problems with requests completed however in the past couple months we are moving forward, and our requests are being answered and completed. New requests are being answered in a timely manner.

What specifically is great? I would not say one thing is great. Oracle has to many steps for one process.

What specifically is challenging? Our requests were not being followed up and completed. All old requests and new requests are being completed. New requests are being handled in a timely manner. I do not have any challenges at this time.

What strategies have you used to turn challenging situations into great ones? We use Excel and create ledgers for each account. We balance our ledger monthly to the "Review Budgetary Control Balances", if we were missing an invoice, we print it out. We are now printing out the Payable Invoice Register and reconciling to our invoice ledgers. If this balances throughout this fiscal year we will no longer use our excel ledger. This is the same with timecard entries for projects and tasks.

What would you like to see improve about the Oracle support systems that are in place? SIMPLE screen shot instructions for simple tasks, such as entering invoices, making a journal entry, running specific reports. Simple screen shots highlight or circle the steps that are needed. Then have someone that does not do the tasks double check to make sure they work.

ASSESSOR

Describe your and your departmental team's experiences with Oracle today. The staff only uses Oracle for time card entries. I think the overall experience is okay for the department.

What specifically is great? N/A

What specifically is challenging? I had a difficult time looking for a particular invoice. It took multiple tries to get the supplier name to populate. Trying to search for certain things e.g. invoices.

What strategies have you used to turn challenging situations into great ones? N/A

What would you like to see improve about the Oracle support systems that are in place? Easy way to search.

AUDITOR

No responses provided from Auditor staff.

BUILDING

No responses provided from Building staff.

CHILD SUPPORT SERVICES

What specifically is great? Looking back to AS400 and paper invoices, we have come a long way. The ease and time saved adds up when submitting and approving timecards, invoices, expenses etc. when compared to the previous process. Because of our regionalization agreement with an off-site director/department head, Child Support Services especially benefits by having a web-based platform now.

What specifically is challenging?

- Submitting monthly expenditure claims to CA DCSS requires 3 different reports plus manual tracking of expense reports.
- Reconciling expenses claimed against totals in Oracle is still a challenge.
- Reconciling monthly child support advances (revenue) and quarterly true-ups with expenses claimed hasn't been done.
- I still calculate payroll projections manually for the annual CA DCSS FTE Survey in SEPT/OCT, which is then used to calculate our funding allocation for the following SFY.
- During our fiscal audit by CA DCSS, I found out that I lose access to timekeeping records when an employee is no longer with my department.
- Because CSS is a small department, many functions I only do 1 or 2 times per year. I have to relearn the steps, and they have probably changed since the last time, so I still do it wrong. This is time consuming and frustrating.
- I need to train a back-up, but the amount of information and lack of cohesive procedures for county processes makes knowledge transfer challenging.

What strategies have you used to turn challenging situations into great ones? Having a monthly ERP help meeting is a great idea. Having an agenda and/or a post-meeting summary would make it more valuable and accessible. For a different forum, CSS has implemented a rolling agenda where staff can submit questions or even recently solved issues to be discussed during the meeting to bring awareness. Then someone (not leading the meeting) is designated to take notes under each agenda item during the meeting and staff absent from the meeting are expected to review the notes.

What would you like to see improve about the Oracle support systems that are in place? I would really like to see best practices shared among the departments. Even just a quick problem/solution/outcome format presentation during the ERP meeting when a department finds something that works for them. Sharing information helps others know what is possible and may answer questions we don't even know we have 😊

CLERK OF THE BOARD

Describe your and your departmental team's experiences with Oracle today. I don't do a whole lot in Oracle currently, which is why I occasionally have issues but so far it's been fine.

What specifically is great? I specifically like the budgeting function. I think it makes it easier come budget season.

What specifically is challenging? Again, when you don't use it daily, I always seem to mess something up.

What strategies have you used to turn challenging situations into great ones? Using the assistance of the helpline.

What would you like to see improve about the Oracle support systems that are in place? I think there are ways to streamline agreements, that I would like to see explored.

COUNTY COUNSEL

Describe your and your departmental team's experiences with Oracle today. Our overall experience is much improved, though I still struggle with small issues like making the attached MC number stay attached when creating a new PO, finding up to date accurate data on what is left in the POs, and from time to time the lack of communication when there are changes have been made to processing. Otherwise, my transactions are running smooth.

What specifically is great? Having more accurate data to provide to PRISM when completing our insurance applications. It has made a positive difference in our premium costs.

What specifically is challenging? No other challenges than those noted above.

What strategies have you used to turn challenging situations into great ones? Positivity, patience, and asking for assistance when I just cannot figure it out.

What would you like to see improve about the Oracle support systems that are in place? Better communication when processes or numbers being used are going to change (instead of receiving rejections as the communication-not time efficient) and putting the more used leaves in the drop down for timesheets (sick, vacation, and holidays not worked).

DISTRICT ATTORNEY

Describe your and your departmental team's experiences with Oracle today.

- **Catherine:** We primarily use Oracle for timekeeping, expenses, and budgeting. Not many in our department have a need to use the expense side, but when they do it is still a struggle. Only two of us process accounts payable and perform more budgetary actions in Oracle. Overall the experience has improved in the last year but we are limited users.
- **Jessica:** At this point with Oracle, I would say VWs experience is overall functional/OK.
- **Walter:** I use Oracle for primarily four things: Budget, Expenses, Time Keeping, and, Performance Reviews
- **Josh:** I use for time, absences and expense reports.

What specifically is great?

- **Catherine:** I do like the combination of processes into one place. The timekeeping functions, and review budgetary control are my personal favorites.
- **Jessica:** I like the all-in-one concept of Oracle being a one-stop shop for personnel and accounts payable. I also like having accounts payable links within my reports for reimbursement, so that when I do have a grant audit it is so much simpler to pull those receipts and backup to show we are complying with state/federal guidelines.
- **Walter:** The system is very powerful. It has, for the most part, been intuitive to use.
- **Josh:** Time keeping etc., is pretty easy once you have it down.

What specifically is challenging?

- **Catherine:** Each user processing their own expenses to some extent creates the most headaches for our department. If you are not trained in the budget, these things are not intuitive to you. The constant change of processes has also been challenging to keep up with.
- **Jessica:** Specifically for grants management, I spend 3x more time as I prepare request for reimbursement. I have to filter out a lot of lines that are not applicable to me. It also makes cross-training and succession planning incredibly challenging, because it is very difficult and time consuming to even prepare these reports, let alone teach someone else how to access them and prepare them.
- **Jessica:** I have to do a lot of formatting to be able to not have 40+ pages of excess space with all the available columns we have available to us. These processes are not approachable and learning them is very challenging. Sometimes the operations that we are doing in Oracle are niche things that not everyone may be running into
- **Walter:** For me, correctly entering the right codes for expenses has been challenging. I have had several rejected because I did not put in the right code.
- **Josh:** Expense reports and how use tax is handled with multiple accounts etc.

What strategies have you used to turn challenging situations into great ones?

- **Catherine:** Matt, other department contacts, and the help line. There are many people more experienced than I am that I know I can call on.
- **Jessica:** Honestly, just reaching out to those who do the most work in Oracle to find tips and tricks. I think for many supervisors/managers in the county, we are deeply immersed in work, where we are not readily available to jump on standing Teams calls. But the helpline emails have been helpful as well.
- **Walter:** I have worked with Matthew Rouse from the Auditor's office to work through my issues. He has been very helpful.
- **Josh:** Great relationship with Matthew because so many things get denied (not his fault.)

What would you like to see improve about the Oracle support systems that are in place?

- **Catherine:** The current Oracle support systems seem to be meeting our needs. The right people have been identified to help and we know how to reach out to them. The only area that seems to be lacking some is performance evaluations and their functionality.
- **Jessica:** Perhaps tailoring reports with more of a narrow scope- when we were operating in AS400, there was always a specific report I could run just to check ongoing balances and run the same report without too much editing the format- perhaps a simplified report would be helpful to others. I know it would help VW with grant reimbursements.
- **Jessica:** Also, the performance management section of Oracle is difficult to use, still. So many reminders, and then the actual report it runs is not easy to track as you sit down with staff. With management comments and employee comments being pages apart, it would be helpful if the sections were merged to show both comments on the actual printable report.
- **Walter:** It would be nice to have performance reviews that were more timely. An annual performance review is too long of a period between performance reviews. Maybe a monthly feature so that better feedback can be given, with an annual summary of the monthly reviews. I

can't see any supervisor reviews of employees. That would be helpful. I keep getting reminders (daily) to do review for Gerad and Rena. It would be helpful if those would go away.

- **Josh:** Fix use tax tracking

FIRE

Describe your and your departmental team's experiences with Oracle today. I believe our team has become pretty accustomed to navigating in Oracle.

I ENJOY WOKING IN Oracle when I know how to complete things and fix mistakes! I am sure grateful for the ERP help line!

What specifically is great? I find the process of submitting and reconciling Cal Card expenses to be very streamlined which I appreciate. Moving from Contracts to Purchase Agreements was a great decision IN my opinion. Less steps are better.

The ease of entering invoices, P.O's (getting better at these!), entering agreements, confirming payments.

What specifically is challenging? I find the manager evaluation of workers performance review process to be cumbersome and too many steps. The self-evaluation is always a challenge.

Knowing what to leave blank when entering a P.O.!

What strategies have you used to turn challenging situations into great ones? Between Katey and I, we have been able to work together and utilize each other's strengths in the Oracle system to find what we need or figure something out. If we aren't successful, the ERP line has been a great resource to address questions and issues we may have.

Reaching out for help to accomplish task, asking for help and or direction.

What would you like to see improve about the Oracle support systems that are in place? What about having a reference list of topics that are discussed in recorded ERP meetings and trainings that include time stamps? That way you wouldn't have to search through the entire recording to find the topic you think was covered on a certain date.

People sharing info with others on short-cuts or tricks!?

HHSA

Describe your and your departmental team's experiences with Oracle today. We find Oracle relatively easy to navigate now that we've had some time and experience with it. There are a few minor idiosyncrasies, but they are easy to work around once you know how.

I am extremely happy with Oracle in comparison to our old green screen software. The extra time learning and the extra upfront data entry work that we put into Oracle pays off big when I respond to audits because of the ability to drill down and export to Excel.

What specifically is great? The ability to download reports to an Excel file is life changing. Being able to sort expenses by program and by expense type gives our agency and division directors a much clearer picture of where money is being spent. Having our required time studies and pay cert on one document greatly reduces the potential for an audit finding. Being able to run a report that collates the claiming codes and costs for a particular claiming period saves hours of shuffling through stacks of paperwork and hand calculation.

- The ability to export reports to Excel is great.
- The ability to drill down on expenses that have the supporting pdf's right there is a great help during program audits.
- The ability to link expenses to purchase agreements lets us see real-time running totals on how much has been spent.

What specifically is challenging? My challenges aren't as much with the system as they are with staff who don't know (or want to know) how to use it.

- I would like to see more capabilities for allocating CalCard expenses, such as the ability to mix expenses across departments (regardless of the employee's "home" department) and to split expenses by both account numbers and/or Projects.
- I would like Oracle to retain and show comments I include when I reject an expense report back to an employee. This makes it quicker for me to see if the employee fixed the issues, and quicker to follow up with them, if they did not fix the issues.

What strategies have you used to turn challenging situations into great ones? We have created extensive cheat sheets, held walk through trainings and I am available any time someone asks for assistance. For some, it only takes once to get them on the right track, for others it takes a few times. As I explain to them, the more successful they are the more successful fiscal is, so it is in the agency's best interest to help them understand how and why things need to be done a certain way.

- Giving Oracle and the ERP team more time to roll out improvements.
- Giving ourselves more time to learn and explore features.
- Attending ERP calls with the broader group to learn new tricks.
- Combining two or three Oracle Reports to get the full picture.

What would you like to see improve about the Oracle support systems that are in place? I am quite happy with the support systems that are in place. When I have reached out to the ERP helpline, I get a quick response to my request and usually a quick fix to my issue.

- Increase recording and free dissemination of knowledge.
- Better documentation and video logging and SharePoint posting of every time the ERP team helps a department with an issue or a new setup (project/program/task/labor/burdened costs, etc., for example) for a department, for example, all work done for Public Works and Facilities should be available to us at HHSA Health Division so that we can see potential new solutions that could apply to our work.
- The ERP team could send a "historiographer" along every time they help a department roll out something new.

LIBRARY

Describe your and your departmental team's experiences with Oracle today. Today things are good overall when it comes to Oracle. At first, we struggled with it as newcomers to the county library. But we've made big strides in using it. We have two employees (myself and Maureen McCormick) who are our department's experts in Oracle. We both have come a long way in learning how to use it. At this point, we are very efficient at paying invoices, creating POs and entering contracts, and doing expense reports. Maureen doesn't use Oracle for much more than that. As a supervisor, I obviously utilize it for things such as timecard approval, expense reports, etc. At this point it is running smoothly for the library. This is just a guess, but we probably don't use it quite as much as some departments or to the depths that some departments use it. The library probably only needs it for simpler purposes. Just a guess.

What specifically is great? I've learned that Oracle is quite logical in the steps that it requires to do tasks. It just takes time to get familiar with it and how it works.

What specifically is challenging? It is sometimes challenging when we run into a "roadblock," which prevents us from being able to submit an invoice for approval or when certain error messages pop up when trying to utilize a PO. Generally, we have gotten smart enough where we can self-diagnose these challenges, but if we have to, we seek support.

What strategies have you used to turn challenging situations into great ones? We've been able to make good connections with other departments and county employees who have more experience or expertise in Oracle, and they've been gracious enough to assist us. We have also leaned on people such as yourself for help in sticky situations.

What would you like to see improve about the Oracle support systems that are in place? Honestly, at this point I don't have an issue with Oracle or the support systems. When I do have questions or roadblocks, I have been able to get assistance. Sometimes it takes some time to receive the assistance, but it does happen. We've been able to navigate through any issues that pop up. Oracle has gotten easier to use with time, and some of the changes that have been made have been tremendously helpful, such as a guide you sent out a while back on how to do PO's and contract entries.

PLANNING

Describe your and your departmental team's experiences with Oracle today. In Community Design & Development, we are using Oracle to manage grants and show back-up information for grant reimbursements. We create purchase orders, submit invoices, and more.

What specifically is great? That our financial system also has been able to incorporate our timecards, Reviews, some HR, Expense reports and other functions in an attempt for a one stop shop for employees.

We really appreciate the level of support and responsiveness of the ERP Helpline team. It's very nice to be able to remotely access back-up grant documentation and not have to ask the Auditor's Office for

documents (e.g., deposited checks, evidence of payment). It's also helpful to be able to see the record of how transactions have been processed and recorded (this makes it simpler to troubleshoot errors). We recently learned about the organizational chart functionality --- and that is helpful in finding co-workers across departments.

What specifically is challenging?

- Required fields do not have prompts or examples.
- I am still struggling to see my expense lines in detail.
- I do not like that once a PO is issued and bills can be paid against that PO without the manager knowing. This is troublesome when it comes to contracts for services. We have an internal agreement that whoever is handling that contract for services MUST say ok prior to those invoices being submitted for payment.
- If an item is missing to move forward there is a notice about the error, however the notice doesn't really tell you exactly what is needed to correct the error.
- Having interdepartmental charges appear on our expense lines that I don't get to review, for example: Expenses for Phone, Copies, Fleet
- Separate app for budget, wish it was included in our main ERP.
- Our receivables are still going through AS400, the auditor is having to manually transfer into Oracle, which isn't ideal. When we switch to Tyler we will be doing our receivables through Tyler and hopefully will have a direct transfer into Oracle so that the auditor doesn't have to do a manual transfer.
- Still struggling with seeing my extra help employees and their actual time used so I can make sure they are staying within their contracts.
- Reviews are still quirky for us. I don't like that I can't see the review once it has been completed. I end up saving it to an employee file on our conf shared drive.
- Would be nice if HR related items for an employee could be housed on the ERP, instead we have to keep a separate confidential file on our shared drive to house:
    - ECS's
    - Educational certificates
    - Memos
    - Disciplinary actions
    - Reviews
    - ETC
- Should be a way to enable that ability and to label the viewing of such items as restricted

Oracle doesn't always feel very intuitive. There are many intermediary steps for tasks that feel like they should be simpler (e.g., creating an award/creating a contract). The software can also be glitchy and error messages tend not to be helpful for the average user. Also, as grant project managers, we are responsible for portions of the accounting/purchasing process that should perhaps live elsewhere. When I compare the user experience to QuickBooks, it feels significantly more complex/challenging.

What strategies have you used to turn challenging situations into great ones?

I use the ERP help line or call Leigh… always very responsive and helpful.

We have contacted ERP Helpline whenever we have had difficulties.

What would you like to see improve about the Oracle support systems that are in place?

- See challenges above
- While a deeper discussion I think we definitely need to have a purchasing manager who can not only evaluate and contract with potential suppliers for the county but who can handle county contracts and purchase orders for ALL departments whether it be for hard or soft services. Currently the county departments are operating independently with items such as software, equipment and office supply costs which if done correctly could be a large cost savings. It costs the County a lot of money for departments to keep running independently like this.
- When the system was first introduced, I was a proponent of having the change, however the change for our department was not at an ideal time as I was covering multiple desks due to staffing issues AND my own work responsibilities were such that I could not participate fully in the implementation or trainings. My focus at that time was only on learning the payables and supplier portion so that I could get venders paid.
- Issuing Master Contracts and Purchase Orders for Grant funded projects, I pushed off to Leigh to handle for our department in the first few years of the system and a couple of years ago I transitioned all Grant related financial items to our Community Development and Design unit to handle.
- We also highly relied on Leigh for assistance with getting our budgets into the system.
- Because of my other duties I am still not able to dive into the system and spend a lot of time trying to learn all it' nuances which still leaves me a bit frustrated at times as when I need a financial answer, I need it right now and don't have time to fool around trying to find it.
- I am grateful to Leigh and the ERP help line team for never getting frustrated with our repeated requests and always being helpful. They know that we have responsibilities that trump our being "experts of the ERP" and are always there to assist us.

It might be helpful to have one-on-one department meetings because of individual department needs. Also, it may be helpful to very clearly delineate within departments/roles who needs what skills within the Oracle system. That could be included in job descriptions. Also, when we charge hours to awards on our timecards, it would be nice if this information could be available real time (instead of waiting until the 10th of the month).

PROBATION

Describe your and your departmental team's experiences with Oracle today.

1. All employees are requesting time off and filling in their timecards.
2. Supervisors are approving those requests.
3. Carla is the Oracle lead in our department. She does payables, contracts, purchase agreements, purchase orders, journals, reviews timecards each month for whole department, is on a team working with using the grant and/or project modules, does cash advances and reconciliation of travel claims for all staff, adds vendors/suppliers, and budgets.

What specifically is great?

1. The way we can export data and use it to create pivot tables and report on data.
2. The ease in entering invoices and how we save paper and time now.

What specifically is challenging?

1. The same thing that is great, the exporting data, because it has a learning curve but thanks to Cindi Jacobsen, we are learning a lot and moving forward.
2. The fact that way more purchases require a contract now then did in the past.

What strategies have you used to turn challenging situations into great ones?

1. Reminding ourselves that it is better than the green screen and we will get there.
2. Leaning on the ERP helpline/Oracle gurus when unsure or frustrated, many of them are always encouraging and can see the advantage to us learning through these difficult or challenging situations.

What would you like to see improve about the Oracle support systems that are in place?

Trainings from Oracle/Graviton now that we have used the system more to show us what it really is capable of doing.

PUBLIC WORKS

Describe your and your departmental team's experiences with Oracle today. Overall things are moving forward in a positive direction and staff are becoming more fluent in how the program operates.

What specifically is great? No responses collected.

What specifically is challenging?

- Log in issues: staff are not able to login to Oracle using their credentials. Troubleshooting was not successful so staff will reset passwords to gain access.
- Invoice Detail Listing Report not working: report not working for some (tile in Payables not working/going directly to OTBI is also not working)
- Broken Links for invoices: at times the links to invoices do not work. Staff will revisit the link, and it will work at a later time. Staff are having to check back to see when link is available to complete research.

What strategies have you used to turn challenging situations into great ones?

Oracle allows staff to deposit receivables into accounts that are not to be used. Example: Residential Landfill Payments are accidentally deposited into Plant Operations account instead of Solid Waste. It would be helpful if the system recognized landfill payments are not applicable to Plant Operations. As a result, we are becoming more diligent in our review process.

What would you like to see improve about the Oracle support systems that are in place? No responses collected.

SHERIFF

Describe your and your departmental team's experiences with Oracle today. The Sheriff's Office experience with Oracle as of today would be somewhere around an 8 on a scale from 1-10. The vast majority of what we want / need from the system we can get/achieve, however, sometimes it can be cumbersome. I personally tend to export to excel in order to manipulate some of the data into what I want or need. While I like that option, I feel like some of it (and it might be) should be available directly from the system.

What specifically is great?

- I particularly love the drill down capabilities and the monitoring / tracking capabilities in the HCM and the historical data in the EPM.
- The budget building process within the system is much easier than ever before and we love running scenarios with the numbers before submitting.
- PO tracking is great and having the ability to adjust the PO's as needed has also been extremely helpful.

What specifically is challenging?

The system can be challenging as some of the steps don't really make sense. The drill down for revenue can be difficult to decipher / track. The Employee allocations during the budget process can also be difficult to review for accuracy. Also I am sure there is much more to the system that I don't know about, as the old saying goes "I don't know what I don't know" and I would like to know. I wish the search functions were the same in each module, sometimes you type what you want first then hit search and sometimes you hit search first and then type what you want. There sometimes seems to be a lack of cohesion between the modules within the HCM.

With the use of projects it can make the Budgetary Control screen funky to look at and to export to excel difficult to weed through. I wish they showed the project costing in a different column or not at all in the budgetary control module.

What strategies have you used to turn challenging situations into great ones? We struggled with how to articulate what particular programs /units/ divisions etc. cost. We have implemented Project that have allowed us to track both invoices and payroll to each of the projects we wish to track.

What would you like to see improve about the Oracle support systems that are in place? The support team both internally and externally have been very helpful. I appreciate the Oracle monthly trainings and the ability to ask questions and brainstorm together. I would like to see some more tricks and tips that we can use and share with our staff.

TREASURER TAX COLLECTOR COUNTY CLERK

What specifically is great? Leave slip/timesheet submission. Area for improvement: If a timesheet is rejected, the employee cannot see the supervisor's comments explaining the reason for rejection.

What specifically is challenging?

- Continuous procedure changes, lack of consistency
- Inability to view fund balances
- Receipt of error message upon logging in and resulting in the need to resubmit credentials
- Difficulty in reversing/revising journals once they are approved

What strategies have you used to turn challenging situations into great ones? ERP help desk has been very responsive and helpful, but has provided inaccurate instruction on occasion

UC COOPERATIVE EXTENSION

Describe your and your departmental team's experiences with Oracle. In addition to utilizing Oracle for timecard management, we primarily employ it for accounts payable, budgeting, and general accounting purposes, performance reviews and onboarding processes.

What specifically is great? We appreciate the convenience of having all functionalities integrated within a single application. The consolidated accounting and timecard management into one platform streamlines our processes. It simplifies the learning and reduces the time spent navigating multiple applications. In general Oracle is well-organized and user-friendly. The reports generated, such as the Payment Report, are effective, and provide all the necessary information in a clear format. We are pleased with the timely processing of all transactions.

What specifically is challenging? One challenge we have encountered with Oracle is the need for more comprehensive training resources, particularly for new users. Given the extensive functionality and diverse range of financial reports that Oracle offers, it can be difficult for users to fully understand the available features and capabilities.

Another minor inconvenience is the absence of a print function for invoices. Having the capability to print Oracle-generated invoices, which includes the account distribution, would be beneficial for maintaining our records and improving overall efficiency.

What strategies have you used to turn challenging situations into great ones? Overall, seeking assistance has been highly effective in Navigating challenging situations related to the Oracle application. This approach not only facilitates problem-solving but also provides valuable networking opportunities with colleagues across various departments. The monthly ERP meetings are beneficial, especially when they are centered on specific topics.

What would you like to see improve about the Oracle support systems that are in place? To enhance Oracle's support systems, we recommend developing a comprehensive training guide integrated within the application. This guide could include instructional videos, images, and practical examples to facilitate user understanding. We also propose featuring this resource prominently on Oracle's homepage, ensuring easy access for users. This approach would allow individuals to engage with the material at their own pace, making it beneficial for training new employees.

Enterprise Resource Planning (ERP) "Enterprise" State of the System

October 8, 2024

Agenda – Departmental Responses to the Following Questions

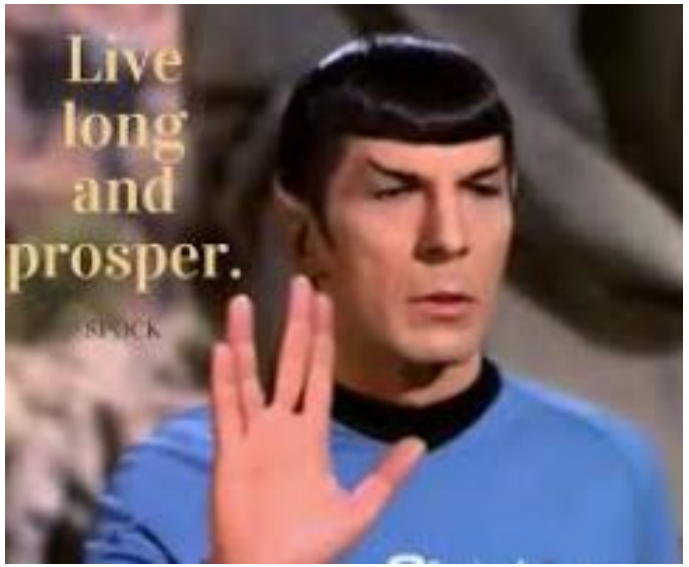
What specifically is great?

What specifically is challenging?

What strategies have you used to turn challenging situations into great ones?

What would you like to see improve about the Oracle support systems that are in place?

What are we doing with this information? Next steps.



What specifically is great?

1. Ability to download reports into Excel is life changing
2. Quick and easy data access
3. Ease of data entry
4. Time saved relative to AS400
5. Timely processing of transactions
6. Accurate data
7. Backup documentation readily available
8. Ability to link expenses to agreements
9. Cal-Card expense reconciliation
10. Web-based remote access
11. Budgeting process
12. One-stop shop for most administrative financial and HR functions
13. Intuitive
14. Time studies on timecards
15. Approval workflow history

What specifically is challenging?

1. Infrequent tasks are frustrating
2. More people involved in accounting – case for centralized accounting
3. Need to know Excel in addition to Oracle
4. Not all requests are addressed in a timely manner
5. Specialized reporting requirements need to be addressed for specific departments; would improve data extraction for grant reporting
6. Process changes need to be clearly communicated
7. Inability to charge expenses to multiple projects and accounts
8. Inability to see expense rejection comments
9. Need access to more, clearly labeled and organized training materials
10. Difficulty reversing journals
11. Processes are complex that should be simple – A/R
12. Performance reviews
13. Use tax
14. No drill down for revenue, like there is for expenses
15. There is so much that I know I do not know
16. Search function is different in different places
17. Project costs are tracked separately from the general ledger

What strategies have you used to turn challenging situations into great ones?

1. ERPhelpline@mariposacounty.org
2. Monthly ERP help sessions
3. Colleagues – in other departments, or sitting at the next desk – staff have provided a lot of information to one another
4. Personal cheat sheets
5. Patience and time

What would you like to see improve about the Oracle support systems that are in place?

1. Comprehensive training guide within Oracle
2. Trainings provided by Oracle and Graviton
3. Centralized contracting, procurement, and accounting
4. Department-focused training and troubleshooting sessions
5. Recordings with subject time stamps of monthly meetings
6. Clearly communicate process changes
7. Allow all departments to take a lead role on training and improvements when appropriate
8. Simple, clear instructions for staff
9. Invest in Oracle rather than other software when appropriate
10. Sharing best practices / learning experiences amongst staff in a problem/solution/outcome format
11. Overhaul performance evaluations

Suggestion	Action
Comprehensive training guide within Oracle	Oracle Guided Learning – Expenses, Open Enrollment, and Contracts / PO's to start
Trainings provided by Oracle / Graviton	Monthly Oracle Local Government Customer Update / Training
Centralized contracting, procurement, and accounting	Organizational Study
Department-focused training and troubleshooting sessions	We will start in October with interested departments
Allow all departments to take a lead role on training and improvements when appropriate	Public Works is already leading IDR PW, Planning, HHSA, and Probation are leading A/R
Overhaul performance evaluations	HR is working on getting approval for new template and other pre-work, once done we will get started
Clearly communicate process changes Simple, clear instructions for staff Recordings with subject time stamps of monthly meetings	Review, update, clearly label, and organize the intranet Enterprise page
Sharing best practices / learning experiences amongst staff in a problem/solution/outcome format	Create space on intranet and in monthly meetings to share cross departmental learning

What are we doing with this information? Next steps.

** Invest in Oracle rather than other software when appropriate **

We will emerge from this project a better organization, not just a county with a better system.

The Enterprise – Project Goals

1. Streamline, simplify, and standardize business processes
2. Focus data on "one version of the truth" – integrate or eliminate redundant systems
3. Enhance working relationships with staff and community through accessibility and accuracy of information
4. Inform decisions with data analysis
5. Ultimately improve the quality and quantity of community services we are able to provide

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-458

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Abel Del Real-Nava

RE: Discussion and Direction on the Implementation of Moving to a Strong County Administrative Officer (CAO) Model; and Possible Approval of the Revised County Administrative Officer (CAO) Classification for the Administration Department, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction on the Implementation of Moving to a Strong County Administrative Officer (CAO) Model; and Possible Approval of the Revised County Administrative Officer (CAO) Classification for the Administration Department, Effective Immediately

This action is the approval of the proposed strong model County Administrative Officer (CAO) Job Description

This recommendation is based on the Board of Supervisors' previous adoption of **Guidehouse's organizational study** and its recommendations. The Board directed that the first step in implementing these recommendations should be an update to the CAO job description, establishing a solid foundation for subsequent updates to other key functions. By approving this revised job description, the Board will ensure the CAO role reflects the strategic leadership and operational oversight needed to align with the County's long-term goals and priorities as outlined in the study.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Following the presentation of Guidehouse's organizational study and the Board of Supervisors' subsequent adoption of its recommendations, the Board directed County Administration to begin implementing the **strong County Administrative Officer (CAO) model**. The first step in this process was to update the CAO job description to reflect the enhanced role and responsibilities outlined in the study.
Human Resources led this effort, working in consultation with **Liebert Cassidy Whitmore**, the County's labor counsel, to ensure a thorough and legally sound approach. Several key areas were reviewed as part of this process:

- Analysis of previous CAO job descriptions to ensure no critical elements were omitted.
- A comparative review of CAO job descriptions from other California counties.
- A review of the current employment agreement with the CAO to ensure alignment.
- Examination of applicable County ordinances and resolutions related to the position and its

duties.
- Review by County Counsel to provide a historical lens and ensure legal and operational consistency.

This collaborative effort ensures that the updated job description aligns with both the strategic goals of the County and the legal framework guiding the role of the CAO.

Included in this agenda item is a report that reviews these key areas.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

An alternative would be to **not adopt the proposed job description** and instead maintain the current version. However, this could result in several consequences:

1. **Lack of Clarity and Direction**: By not updating the CAO job description, the County risks **inconsistent leadership expectations**, leading to confusion regarding the Board's commitment to the **strong CAO model** previously recommended by Guidehouse. This could undermine the Board's strategic direction and create uncertainty in both internal and external stakeholders.
2. **Inability to Align with Organizational Goals**: The current job description may not fully reflect the responsibilities, strategic leadership, or accountability needed to implement the organizational improvements outlined in the Guidehouse study. Maintaining the status quo could hinder the County's ability to effectively **implement long-term goals** and initiatives tied to a stronger CAO model.
3. **Potential Operational Inefficiencies**: Without a clear, updated job description, there could be challenges in setting performance expectations, overseeing key functions, and ensuring **consistent decision-making** across County departments. This might lead to **delayed decision-making** and operational inefficiencies, impacting overall County operations.
4. **Legal and Compliance Risks**: The proposed job description has been carefully reviewed to ensure it aligns with **legal, contractual, and regulatory requirements**. Failure to adopt the updated version could increase the risk of **non-compliance** with these guidelines or leave the County exposed to legal challenges if the job description does not properly reflect the position's actual responsibilities.

Overall, failure to adopt the proposed job description would signal a lack of commitment to the Guidehouse recommendations, creating confusion and potentially stalling key initiatives aimed at improving County governance and efficiency.

FINANCIAL IMPACT

There is no **immediate financial impact** associated with adopting the proposed job description. However, **Human Resources** recommends that the Board consider conducting a review of the **CAO position's salary**. The justification for this recommendation lies in the fact that the **duties and responsibilities** of the CAO have been significantly expanded, particularly with regard to the **supervision of County-appointed officials** and the **implementation of the Board's policy direction** through those officials.
In addition to these expanded responsibilities, it is important to consider the following financial implications:

- **Market Competitiveness**: A salary review would ensure that the CAO's compensation remains competitive with other California counties, especially considering the **stronger leadership role** and **enhanced duties** now required. Maintaining market competitiveness is essential for attracting and retaining high-level talent capable of executing the Board's strategic vision.
- **Retention and Recruitment Costs**: Failure to adjust the salary to reflect the **increased scope of responsibilities** could lead to retention challenges, or difficulty recruiting a qualified candidate in the future. This could result in **higher long-term costs** related to recruitment, potential turnover, and delays in leadership continuity.
- **Performance and Accountability**: Aligning the CAO's compensation with the **expanded duties** would provide a clearer structure for **performance expectations**, enhancing accountability and incentivizing the CAO to meet the goals set by the Board. This could positively impact the **overall efficiency and effectiveness** of the County's operations.

While there is no direct financial impact from adopting the job description, a salary review will ensure that the compensation structure adequately reflects the **complexity** and **scope** of the role moving forward.

ATTACHMENTS

1. **20240918 Proposed Job Description for County Administrative Officer**
2. **Current Job Description for County Administrative Officer**
3. **20240919 Review of Items Corresponding to Proposed County Administrative Officer Job Description**
4. **Job Description for County of Napa - County Executive Officer**
5. **Job Description for County of Calaveras - County Executive Officer**
6. **Job Description for County of Tuolumne - County Administrative Officer**
7. **Job Description for County of Merced - County Executive Officer**
8. **Job Description for County of Madera - County Administrative Officer**
9. **Job Description for County of Fresno - County Administrative Officer**
10. **Job Description for County of El Dorado - Chief Administrative Officer**
11. **CAO Presentation - FINAL**

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
EXCUSED:	District II Supervisor Shannon Poe

Definition

Under the policy direction of the Board of Supervisors, the County Administrative Officer (CAO) serves as the chief executive overseeing County departments led by appointed officials. The CAO ensures the implementation of the Board's policies, manages the County's budget, coordinates emergency preparedness, and advises on key policy, legislative, and personnel matters. This at-will position serves at the pleasure of the Board of Supervisors and requires strategic leadership, political acumen, and independent decision-making to achieve County goals.

Distinguishing Characteristics:

As the County's top executive, the CAO directs departments with appointed officials, exercising broad authority over operations, budget management, and emergency planning and response. The role requires sound judgment, discretion, and the ability to navigate complex political environments. While overseeing appointed officials, the Board of Supervisors retains final authority over appointments and terminations.

Supervision Received and Exercised:

Under Policy Direction – The CAO operates under the Board of Supervisors' guidance, overseeing appointed departments and ensuring policy implementation. The CAO manages appointed department heads, provides policy recommendations, and leads emergency management efforts. The Board retains final authority over appointed officials, while the CAO's performance is evaluated based on effective execution of County objectives.

Essential Functions: (Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

- Plans, organizes, and directs the directs the daily operations of County government and works as a liaison between the Board of Supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
- Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
- Oversees emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
- Makes oral and written presentations to the Board and other public/private groups; provides information to the news media and the public regarding County operations.
- Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to Board of Supervisors' approval.
- Reviews budget proposals and revenue projections to prepare the annual budget.
- Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
- Accounts for budget variances; develops budget instructions and procedures with Finance and Auditor's Office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
- Studies and proposes improvements and simplifications to systems and procedures.

PENDING FINAL APPROVAL

- Conducts research in administrative practices and recommends efficiency improvements to the Board.
- Settles and reject general liability and workers' compensation claims up to an amount authorized by the Board of Supervisors; may also accept liability claim settlements in favor of the County within the limits set by the Board.
- Represents the Board with other governmental agencies; serves as the Board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
- Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
- Prepares and administers long-term capital improvement plans, including financing strategies.
- Directs the purchasing of property, equipment, and supplies.
- Works with County Counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
- Directs the establishment and enforcement of personnel policies.
- Directs, develops, evaluates, and disciplines department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
- Develops and implements strategic plans to achieve the County's long-term objectives.
- Facilitates effective communication between the Board, County departments, and the public.
- Engages with community leaders and stakeholders to gather input and foster relationships.
- Ensures County operations comply with all applicable laws, regulations, and standards.
- Establishes performance metrics and monitors departmental performance to ensure goals are met.
- Promotes the use of technology and innovative practices to enhance County services and operations.
- Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
- Performs special assignments for the Board as directed.

Qualifications for Employment

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Principles, theories, and practices of public administration, including general administration, human resource management, fiscal management, long-range planning, and development.

PENDING FINAL APPROVAL

- Problems and practices of public administration, such as budgeting, personnel administration, purchasing, property control, administrative analysis, and provision of central administrative services.
- Public budget preparation, administration, fiscal planning, and control.
- Principles of human resource administration, supervision, and employee relations, including techniques of supervision, staff development, training, and employee evaluation.
- Personnel and employer/employee relations programs and procedures.
- Laws, rules, ordinances, and legislative processes controlling County government functions and operations.
- Federal and State legislative processes and funding practices related to local government.
- Development and implementation of policies and procedures related to County-wide programs, activities, and operations.
- Organization, problems, and functions of County government.
- Local governmental function and structure, including fiscal infrastructures.

Skill to:

- Analyze, address, and resolve complex administrative, operational, and personnel-related issues effectively.
- Mediate and resolve conflicts among the public and personnel, fostering a cooperative and productive environment.
- Coordinate and lead Emergency Management efforts, ensuring preparedness and effective response to crises.
- Manage media relations proficiently, maintaining a positive public image and ensuring accurate communication of County initiatives and responses.
- Deliver compelling public speeches and presentations to both internal and external stakeholders, ensuring clear and impactful communication.
- Communicate clearly and effectively with the Board of Supervisors and constituents regarding department policies, funding, operations, and other relevant matters.

Ability to:

- Develop policies and goals that align with the directives of the Board of Supervisors.
- Administer projects and operations effectively, ensuring they align with County policies and goals.
- Plan, direct, and evaluate the work of staff, ensuring high performance and accountability.
- Effectively manage deadlines, conflicting demands, and emergencies with composure and efficiency.
- Establish and maintain effective working relationships with all levels of County staff, elected and appointed officials, and the public.
- Gain cooperation and consensus through discussion, influence, and negotiation.
- Collect, interpret, and evaluate narrative and statistical data related to policy, fiscal, and operational matters.
- Select viable alternatives, project the consequences of proposed actions, and implement administrative policies and work programs in line with regulations and County goals.

PENDING FINAL APPROVAL

- Understand, interpret, and apply applicable laws and regulations effectively.

Experience and Training:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor's degree in public administration, business administration, or a closely related field; AND Five years of management-level experience demonstrating the ability to perform the essential functions of the classification; OR an equivalent combination of education, training and experience.

Preferred Qualifications: Master's degree in public administration, business administration, or a closely related field, in addition to the qualifications listed above.

Additional Requirements: Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant signs an acknowledgment form stating their intent to acquire a California driver's license within three months. Ability to pass the California State Department of Justice fingerprinting clearance.

Physical and Mental/Intellectual Requirements

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, and drive; use hands to finger, handle, or feel; reach with hands and arms; talk and hear. The employee occasionally is required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals are encouraged to discuss potential accommodations with the employer.

Working Conditions

Work is performed in an office environment where the physical demands require sitting for extended periods of time; frequent use of phones, computers, and standard office equipment; may work under stress of deadline and dealing with uncooperative, upset individuals in the office and in the field.

PENDING FINAL APPROVAL

COUNTY ADMINISTRATIVE OFFICER

DEFINITION

To serve as Administrative Officer of the County; to provide executive assistance to the Board of Supervisors; to coordinate central County functions; to consult with department heads regarding issues arising from and affecting County operations; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Supervisors. Appointed by and serves at the pleasure of the Board of Supervisors.

Exercises direction over management, professional, technical and clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Prepares and carries out administrative policies and procedures necessary to implement the directives, policies and goals established by the Board of Supervisors.

Guides the organizational development of the County in response to County growth and changing requirements and expectations of citizens.

Researches and recommends the implementation of long-range plans and methods for increasing County efficiency and economy.

Conducts investigations, studies or surveys as requested by the Board of Supervisors to facilitate the efficient and effective use of departmental staff, materials, facilities and services.

Administers laws, rules and regulations governing County operations; interprets, analyzes and explains policies, procedures and programs to County staff and the public; confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in affairs of County concern.

Develops budget instructions and procedures; recommends an annual operating budget based on revenue projections, proposed goals, work programs and projects; monitors and approves expenditures.

Coordinates planning for the design, construction and improvement of physical facilities; prepares annual capital improvement budgets.

Coordinates County departments, offices and institutions through subordinate managers, department heads and appointed officials.

Provides for adequate staff training and development opportunities.

Selects, supervises, motivates and evaluates the performance of subordinate staff; implements disciplinary action and termination as appropriate; provides guidance to department heads.

Coordinates the administration of County offices, departments and agencies; assigns special projects to department and division heads; confers with department and division heads concerning administrative and operational problems; develops appropriate decisions or recommendations.

Attends meetings of the Board of Supervisors and, when so directed, attends meetings of commissions and committees; informs Board of Supervisors of financial conditions, program progress, and present and future needs of the County; ensures Board reports and agendas are developed and posted appropriately.

Initiates, recommends, monitors compliance with, and reports results of policies established by the Board of Supervisors.

Analyzes proposed state and federal legislation; makes recommendations to the Board for positions on proposed legislation.

Responds to difficult or sensitive complaints and requests for information.

Represents the County at private and public sector meetings and events; gives presentations to various agencies, civic and community groups to discuss issues of relevance to County operations.

Coordinates County activities with other governmental agencies and outside organizations as appropriate.

Administers the County's community development function.

Performs general administrative work as required, including conducting and attending meetings, preparing reports and correspondence, reviewing mail and literature, etc.

EMPLOYMENT STANDARDS
Knowledge of:
Pertinent federal, state and local laws, codes, ordinances and regulations.

Modern county government organization, functions and procedures.

Current social, political and economic trends and operating problems of county government.

Principles, practices and techniques of public and business administration, including public financing and financial management.

Principles of management, supervision, training and performance evaluation.

Budget preparation and administration practices.

Modern office practices and technology, including the use of computers for word and data processing, Excel, and the AS400 system.

Report and business letter preparation techniques.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:
Interpret, analyze, apply and enforce pertinent federal, state and local laws, rules and regulations.

Serve as the administrative agent of the Board of Supervisors.

Perform duties under pressure demonstrating leadership and professionalism.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, determine consequences of proposed action, and make and implement recommendations in support of goals.

Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.

Select, supervise, train and evaluate staff.

Prepare and administer a budget in conformance with sound financial management techniques.

Perform required mathematical computations with accuracy.

Use computers for word and data processing.

Communicate clearly and concisely, both orally and in writing.

Prepare, verify, analyze and reconcile complex administrative records, reports and recommendations.

Represent the County effectively in meetings with others and make formal presentations to various groups.

Establish and maintain effective working relationships with those contacted in the course of work.

React professionally at all times, dealing with sensitive, political or controversial situations with tact and diplomacy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

Five years of increasingly responsible experience performing one or more of the following functions: budgetary, financial, policy, customer service and/or organizational analysis duties for a County, City or other large governmental agency.

Education:

High school or GED equivalency is required. Graduation from an accredited college or university with a Bachelor's degree in business, public administration, political science, social science or closely related field is required. A Master's degree is desirable.

Substitution:

Additional qualifying experience may be substituted for the college education on a year-for-year basis.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06 (B/S Res. 06-73); 09/14 (B/S Res.14-481); 02/15 (B/S Res. 15-71); 02/17 (B/S Res. 17-259)

Mariposa County

Review of Items Corresponding to Proposed County Administrative Officer Job Description

As recommended by LCW

Abel Del Real-Nava, Assistant County Administrative Officer/Human Resources Director
9-19-2024

Contents

Comparison between Proposed and Existing Job Descriptions for County Administrative Officer Position 2
Conclusion: 4
Review of Other California County Administrative Officer Job Descriptions for Comparison Against Proposed Position 5
Calaveras County 5
Conclusion 8
El Dorado County 9
Conclusion 11
Fresno County 12
Conclusion 14
Madera County 15
Conclusion 17
Merced County 18
Conclusion 20
Napa County 21
Conclusion 23
Tuolumne County 24
Conclusion 26
Summary of Key Differences between Mariposa County CAO Draft Position and Job Descriptions from Select California Counties 27
Summary for Quick Reference: 28
Review of Employment Agreement with CAO 29
Review of any Applicable County Ordinances and Resolutions Regarding the County Administrative Officer Position and Duties 30
Review of Ordnances 30
Title 2 of the Mariposa County Government Code 30
Review of Resolutions 31

Comparison between Proposed and Existing Job Descriptions for County Administrative Officer Position

Definition

- **Current**: The CAO serves as the Administrative Officer of the County, providing executive assistance to the Board of Supervisors and coordinating central county functions.
- **Proposed**: The CAO is described as the County's chief executive, overseeing departments led by appointed officials. The new description highlights more explicitly the CAO's role in managing the county's budget, coordinating emergency preparedness, and advising on key policy, legislative, and personnel matters.

Supervision

- **Current**: The CAO supervises management, professional, technical, and clerical staff.
- **Proposed**: The CAO manages appointed department heads and leads emergency management efforts, emphasizing policy implementation and department coordination under the direction of the Board.

Essential Functions

- **Previous:**
    - Prepared and executed administrative policies based on the Board's directives.
    - Guided organizational development in response to County growth.
    - Conducted investigations and studies to optimize County resources.
    - Administered laws, rules, and regulations governing county operations.
    - Developed budget instructions and monitored expenditures.
- **Proposed:**
    - Expands on previous responsibilities to include emergency planning and response, legislative advocacy, and long-term capital improvement plans.
    - Focuses on developing strategic plans for achieving long-term county objectives.
    - Adds tasks such as settling and rejecting liability and workers' compensation claims, directing personnel policies, and negotiating contractual agreements.

Qualifications for Employment (Knowledge, Skills, and Abilities)

- **Proposed**: Expanded KSAs:
    - Emphasizes conflict resolution, media relations, emergency management, and strategic planning.

    - Specifies the ability to communicate with the Board, manage personnel issues, and maintain effective relationships.

- **Current**: Focuses more generally on interpreting laws, financial management, and administrative skills.

Experience and Training

- **Both**: Require a Bachelor's degree in public administration or a related field and at least five years of management experience.
- **Proposed**: Adds a preference for a Master's degree.

Qualifications

- **Proposed**: Similarly requires five years of **management-level experience**, but emphasizes experience relevant to the essential functions, such as **public administration** and **fiscal management**. A **master's degree** is preferred but not required.
- **Current**: Required **five years** of responsible experience in budgetary, financial, or organizational analysis duties, typically for a government agency. A bachelor's degree in business or public administration was required, with a master's degree being desirable.

Performance Evaluation and Accountability

- **Current**: General oversight was provided by the Board of Supervisors, with performance largely centered on **policy implementation and administrative duties**.
- **Proposed**: Performance evaluation is now tied to specific objectives, including setting **performance metrics**, monitoring departmental performance, and ensuring **goal alignment** with the County's strategic plans.

Physical and Working Conditions

- **Current:** Standard physical requirements such as sitting, walking, light lifting, and intermittent standing were noted.
- **Proposed:** Includes more detailed physical requirements like vision, balance, and coordination. The description also mentions working under the stress of deadlines and handling difficult interactions with upset individuals.

Key Additions in the Proposed Job Description

- Emergency Management: The new description highlights a significant responsibility for emergency preparedness and response, which was not emphasized in the old description.
- Strategic Leadership: The CAO now explicitly develops and implements strategic plans to achieve the County's long-term goals.
- Legislative Advocacy: New responsibilities include representing the County at local, state, and federal levels, advocating for legislation that benefits the County.

- Community Engagement: The CAO's role now includes fostering relationships with community leaders and stakeholders to gather input and improve public relations.

Conclusion:

The proposed job description for the County Administrative Officer builds upon the previous version by emphasizing strategic leadership, emergency management, and community engagement, alongside the traditional responsibilities of budget management and policy implementation. The added focus on legislative advocacy, long-term planning, and performance metrics reflects the evolving nature of the role in supporting the Board's goals and ensuring efficient County operations.

Review of Other California County Administrative Officer Job Descriptions for Comparison Against Proposed Position

Calaveras County

Definition

- **Mariposa (Proposed)**: The CAO is the **chief executive officer**, overseeing departments led by appointed officials. This includes ensuring the implementation of Board policies, managing the county's budget, coordinating emergency preparedness, and advising on key policy, legislative, and personnel matters.
- **Calaveras**: The CAO provides **overall administrative direction** for all county functions, preparing recommendations for the Board of Supervisors. They facilitate services to county residents, foster relationships with government agencies and businesses, and pursue economic development.

Key Difference: Mariposa's job description emphasizes the CAO's leadership in **emergency preparedness** and a more centralized focus on advising the Board on legislative matters, while Calaveras includes a broader emphasis on **economic development** and intergovernmental relations.

Distinguishing Characteristics

- **Mariposa (Proposed)**: The CAO directs departments with **broad authority** over operations, budget management, and emergency planning, and navigates complex political environments.
- **Calaveras**: The CAO is accountable for all county services, activities, enforcement of codes, and financial activities. The position ensures the efficient performance of county operations and is responsible for the **administration of all County codes, ordinances, and regulations**.

Key Difference: Mariposa focuses more on **political acumen and emergency management**, while Calaveras emphasizes the **enforcement of county codes, ordinances, and economic efficiency**.

Essential Functions

- **Mariposa (Proposed)**:
    - Oversees **daily operations** of the County and works as a liaison between the Board of Supervisors and departments.

    - Focuses on **emergency planning**, making oral and written presentations, managing budgets, and ensuring **long-term capital improvement** plans.
    - Plays a role in **settling liability claims** and overseeing contracts.
- **Calaveras**:
    - Directs and coordinates the development and implementation of goals and policies for the County.
    - Oversees the **preparation of the annual County budget**, monitors expenditures, and reviews operations.
    - Conducts administrative studies, recommends short- and long-term plans, and ensures County facilities and equipment are maintained.
    - Provides for contract services, **franchise agreements**, and **enforcement of County codes**.

Key Differences:

- **Emergency Management**: Mariposa has a stronger emphasis on **emergency preparedness**, while Calaveras focuses more on **enforcing county codes and ordinances**.
- **Capital Improvement**: Mariposa highlights **long-term capital planning**, which is less emphasized in the Calaveras description.
- **Contractual Oversight**: Calaveras specifies **franchise agreements and contract services**, whereas Mariposa's CAO deals with **general contracts and claim settlements**.

Budget Management

- **Mariposa (Proposed)**: Directs department heads in preparing budgets, monitors expenditures, and **accounts for budget variances**. Also prepares long-term financial strategies.
- **Calaveras**: Directs the preparation of the **annual County budget**, reviews budget requests, makes recommendations to the Board, and monitors the County's **financial condition**.

Key Difference: Both roles have significant budget oversight, but Mariposa's description emphasizes monitoring for **budget variances** and **long-term financial strategies**, while Calaveras highlights **budget requests and recommendations**.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Responsible for **legislative advocacy** at the local, state, and federal levels, analyzing proposed legislation and participating in lobbying.

- **Calaveras**: Does not explicitly mention legislative advocacy but focuses on maintaining **relationships with governmental agencies**, attending meetings, and ensuring compliance with legal changes.

Key Difference: **Legislative advocacy** is a distinct and prominent duty in Mariposa's CAO role, while Calaveras focuses more on **intergovernmental relations**.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, including evaluations, **discipline**, and **training programs**. Oversees the **implementation of personnel policies** and resolves staff grievances.
- **Calaveras**: Oversees the selection, training, and development of county staff, providing policy guidance, and may serve as a **hearing officer** for grievances. The CAO also evaluates the performance of appointive department heads and recommends organizational changes.

Key Difference: Both job descriptions emphasize personnel management, but **Mariposa's description** includes **training programs** as part of the CAO's duties, while **Calaveras' description** includes the CAO's role as a **hearing officer** for grievances.

Community and Public Relations

- **Mariposa (Proposed)**: The CAO engages with **community leaders** and fosters relationships with stakeholders. They also represent the Board in **public presentations**.
- **Calaveras**: The CAO **serves as the Public Information Officer** and cooperates with community organizations and the press to ensure efficiency in county operations.

Key Difference: Calaveras explicitly designates the CAO as the **Public Information Officer**, responsible for managing public relations, whereas Mariposa emphasizes **community engagement** more generally.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** in public administration or related fields, with five years of **management-level experience**. A master's degree is preferred.
- **Calaveras**: Requires a **bachelor's degree** in public or business administration or a related field, with **seven years of progressively responsible experience**, including at least two years in an **executive-level** capacity. A master's degree is highly desired.

Key Difference: Calaveras requires **more experience** (seven years, with two years in an executive role) compared to Mariposa's **five years of management experience**. Additionally, Calaveras **strongly prefers** a master's degree.

Conclusion

The **Calaveras County CAO** job description focuses heavily on **economic development**, **administrative oversight**, and **policy recommendation**. The **Mariposa County draft** places more emphasis on **strategic planning**, **emergency management**, and **legislative advocacy**. To align more with Calaveras, Mariposa might consider adding **economic development** responsibilities, the CAO's role as **Public Information Officer**, and explicit mentions of **county code enforcement** and **annual fee reviews**.

El Dorado County

Definition

- **Mariposa (Proposed)**: The CAO serves as the **chief executive officer**, overseeing County departments, managing budgets, coordinating emergency preparedness, and advising on policy, legislative, and personnel matters.
- **El Dorado**: The CAO is responsible for **organizing, coordinating, and administering all County functions** through management staff. This role emphasizes fostering **cooperative relationships** with other agencies and groups, as well as providing complex professional assistance to both County departments and the Board of Supervisors.

Key Difference: El Dorado's description places greater emphasis on **relationship-building** and **interdepartmental cooperation**, whereas Mariposa focuses more on the **executive leadership** aspect, including **emergency preparedness**.

Supervision

- **Mariposa (Proposed)**: The CAO supervises appointed department heads, providing policy recommendations and overseeing County operations.
- **El Dorado**: The CAO exercises **general direction over management, supervisory, professional, technical, and administrative staff**, through subordinate levels of management.

Key Difference: El Dorado's description details a **broader supervisory reach** over various levels of management and staff, while Mariposa focuses on direct oversight of **appointed officials** and operational leadership.

Essential Functions

- **Mariposa (Proposed)**:
    - Manages daily operations, prepares **long-term capital improvement plans**, and handles legislative advocacy.
    - Oversees emergency planning and response.
- **El Dorado**:
    - Plans and coordinates **county-wide activities**, provides policy guidance, and ensures the efficient delivery of services.
    - Oversees **contract services, franchise agreements**, and enforcement of county codes.

- Represents the County in meetings with government agencies and community groups.

Key Difference: El Dorado's job description emphasizes the CAO's responsibility for **contractual and regulatory oversight**, whereas Mariposa focuses on **strategic and emergency planning** alongside leadership of appointed officials.

Budget Management

- **Mariposa (Proposed)**: Directs budget preparation and ensures fiscal compliance, focusing on **budget variances** and long-term planning.
- **El Dorado**: Oversees the **entire budget process**, including budget transfers, expenditures, and financial condition reporting. Also responsible for **long- and short-term financial planning**.

Key Difference: Both roles include comprehensive budget oversight, but El Dorado's CAO has a broader scope in **budget authorization and financial condition management**, whereas Mariposa highlights **fiscal compliance and strategic planning**.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at the local, state, and federal levels.
- **El Dorado**: Represents the County in meetings with governmental, community, and regulatory bodies but does not emphasize legislative advocacy as prominently.

Key Difference: Mariposa's description highlights a stronger role in **legislative advocacy**, while El Dorado focuses more on **representation and engagement** with external entities.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, including **discipline, training programs**, and **grievance resolution**.
- **El Dorado**: Responsible for the **selection, training, and evaluation of County staff** and serves as the hearing officer for grievances and disciplinary hearings.

Key Difference: El Dorado's description gives the CAO more detailed involvement in **employee relations and human resources**, including serving as a **hearing officer**, while Mariposa's description emphasizes higher-level personnel management and **department head oversight**.

Community and Public Relations

- **Mariposa (Proposed)**: Engages with **community leaders** and fosters relationships with stakeholders.
- **El Dorado**: Represents the County in meetings with **governmental agencies, community groups**, and various professional organizations.

Key Difference: Both descriptions include **community engagement**, but El Dorado's role emphasizes more **formal representation** in meetings with governmental and regulatory bodies.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** and five years of management-level experience, with a preference for a master's degree.
- **El Dorado**: Requires a **bachelor's degree** with ten years of progressively responsible experience, including four years in a **County Executive or comparable public agency** setting and three years in a management capacity. A master's degree is highly desired.

Key Difference: El Dorado requires **more extensive experience** in both public administration and management, including specific experience in **County Executive roles**, compared to Mariposa's broader qualification requirements.

Conclusion

The **El Dorado County job description** for the CAO emphasizes **contractual oversight, regulatory compliance**, and **broad supervisory responsibilities** across all county functions, with a strong focus on **interdepartmental cooperation**. The **Mariposa job description** focuses more on **strategic leadership, emergency preparedness**, and **legislative advocacy**, reflecting a more dynamic and forward-planning role for the CAO. Additionally, **El Dorado** requires more extensive qualifications, particularly in terms of experience in public administration, while **Mariposa** offers more flexibility in terms of qualifications but places a strong emphasis on **strategic planning and crisis management**.

Fresno County

Definition

- **Mariposa (Proposed)**: The CAO acts as the **chief executive**, managing the budget, advising on policy matters, overseeing department heads, and coordinating **emergency preparedness**.
- **Fresno**: The CAO serves primarily as the **budget and finance officer** and directs administrative operations across county departments, emphasizing **budget control** and the management of both **Administrative and Personnel Management divisions**.

Key Difference: Fresno's description focuses heavily on **budgetary and financial oversight**, with less emphasis on broader executive duties like emergency preparedness, which is a stronger focus in Mariposa's description.

Supervision

- **Mariposa (Proposed)**: The CAO oversees **appointed department heads** and directs emergency management and policy implementation.
- **Fresno**: The CAO supervises both the **Administrative Management Division** (responsible for multiple key functions) and the **Personnel Management Division**, which includes employee relations, risk management, and training.

Key Difference: Fresno emphasizes **division-level management** of both administrative and personnel services, a more compartmentalized structure compared to Mariposa's broader **department-level oversight**.

Essential Functions

- **Mariposa (Proposed)**:
    - Focuses on managing daily operations, preparing long-term **capital improvement plans**, legislative advocacy, and **emergency preparedness**.
- **Fresno**:
    - Emphasizes responsibilities related to **budget and finance** oversight, conducting **administrative analyses**, and providing **legislative liaison** duties. The CAO also serves as **Ex Officio Clerk** of the Board and **Director of Emergency Services**.

Key Difference: Fresno's job description leans more heavily on **finance** and **legislative liaison** roles, while Mariposa highlights a balance between **policy, emergency preparedness,** and **community engagement**.

Budget Management

- **Mariposa (Proposed)**: The CAO directs budget preparation and oversees fiscal compliance, with an emphasis on **budget variance management**.
- **Fresno**: The CAO is described as the **budget and finance officer**, responsible for the **development and control** of the annual budget and long-range capital planning.

Key Difference: Both roles involve significant budget management, but **Fresno's CAO** has a stronger designation as the **primary budget officer**, with deeper involvement in long-term **capital planning**.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at local, state, and federal levels.
- **Fresno**: Similarly, serves as the Board's **legislative liaison**, representing the Board with community agencies, commissions, and public groups.

Key Difference: Both descriptions emphasize **legislative duties**, but Fresno's role is more defined as a **liaison**, while Mariposa's description presents a broader legislative advocacy function.

Personnel and Human Resources

- **Mariposa (Proposed)**: Responsible for **evaluating and disciplining department heads**, implementing personnel policies, and resolving staff grievances.
- **Fresno**: Oversees the **Personnel Management Division**, which handles recruitment, classification, employee relations, and training. The CAO advises the Board on employee relations matters and disciplines department heads.

Key Difference: Fresno's role is more focused on a **personnel division structure**, with a detailed emphasis on handling various HR functions, while Mariposa's description is more centralized around **executive personnel oversight**.

Community and Public Relations

- **Mariposa (Proposed)**: The CAO engages with **community leaders** and represents the County in public forums.
- **Fresno**: Represents the Board with **community agencies**, commissions, and other public groups, with a strong emphasis on **public communication**.

Key Difference: Both roles involve **community engagement**, but Fresno's description ties this more closely to **Board representation** at the community level.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** in public administration or a related field, with five years of **management-level experience**.
- **Fresno**: Requires **five years of recent executive-level experience** in a large organization, particularly in local government, with an emphasis on managing multi-million-dollar budgets and operational analyses.

Key Difference: Fresno's qualifications are more specific to **executive-level experience** in **budget and finance**, reflecting the County's budget-heavy focus compared to Mariposa's broader leadership requirements.

Conclusion

The **Fresno County job description** for the CAO places a much stronger emphasis on **budgetary control** and **financial management**, as well as overseeing both **administrative and personnel divisions**. In contrast, the **Mariposa job description** emphasizes a broader executive role, including **emergency preparedness**, community engagement, and **long-term capital planning**, providing a more balanced leadership focus.

.

Madera County

Definition

- **Mariposa (Proposed)**: The CAO acts as the **chief executive**, overseeing County departments, managing budgets, coordinating emergency preparedness, and advising on policy, legislative, and personnel matters.
- **Madera**: The CAO is responsible for planning, organizing, and coordinating **all County functions and activities** through management staff, providing policy guidance, and fostering cooperative working relationships among County departments and external entities.

Key Difference: Madera emphasizes **coordination across all County functions** and intergovernmental relationships, while Mariposa highlights **executive leadership** and **emergency preparedness** more explicitly.

Supervision

- **Mariposa (Proposed)**: Supervises **appointed department heads** and oversees County operations with an emphasis on policy implementation.
- **Madera**: Exercises supervision over **management, supervisory, professional, technical, and administrative staff** through multiple levels of management.

Key Difference: Madera emphasizes a **broader scope of supervision** over different levels of staff, while Mariposa focuses more specifically on the oversight of **appointed officials**.

Essential Functions

- **Mariposa (Proposed)**:
    - Manages daily operations, develops long-term **capital improvement plans**, and oversees **legislative advocacy**.
    - Focuses on **emergency planning** and response efforts.
- **Madera**:
    - Plans and administers **county-wide functions**, coordinates work with elected officials, and ensures the County provides **mandated services** in an efficient manner.
    - Assumes responsibility for the preparation and administration of **ballot measures** and the **legislative platform**.

Key Difference: Madera includes the **administration of ballot measures** and **legislative platform** development, while Mariposa's role focuses more on **long-term planning** and **emergency preparedness**.

Budget Management

- **Mariposa (Proposed)**: Directs budget preparation and fiscal compliance, emphasizing **budget variance management** and **long-term financial strategies**.
- **Madera**: Oversees the preparation of the **annual budget**, authorizes expenditures, and provides financial information to the Board of Supervisors.

Key Difference: While both roles involve comprehensive budget oversight, **Madera's description** has a greater focus on **budget authorization** and financial reporting.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at the local, state, and federal levels, representing the Board of Supervisors in legislative matters.
- **Madera**: Also represents the County in meetings with **governmental agencies, regulatory bodies, and community organizations** but includes a specific focus on managing the County's **legislative platform**.

Key Difference: Both descriptions highlight legislative duties, but Madera includes **ballot measure responsibilities** and **platform management**, making this aspect more detailed.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, including **disciplinary actions, training programs**, and **staff grievances**.
- **Madera**: Oversees the **selection, training, professional development**, and evaluation of County staff, with a focus on maintaining effective **employee relations programs**.

Key Difference: Both roles manage personnel, but Madera emphasizes **employee relations programs** and a broader **personnel development structure**.

Community and Public Relations

- **Mariposa (Proposed)**: The CAO engages with **community leaders** and stakeholders, representing the County at public forums.
- **Madera**: Represents the County in meetings with **governmental agencies**, community groups, and various business and professional organizations.

Key Difference: Both roles include **community engagement**, but **Madera's role** places a stronger emphasis on interactions with **regulatory and business groups**.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** and five years of **management-level experience**; a master's degree is preferred.
- **Madera**: Requires a **bachelor's degree** with seven years of **management and administrative experience**, including overseeing large public organizations; a master's degree is preferred.

Key Difference: Madera requires **more extensive experience**, particularly in managing large public organizations, compared to Mariposa's more flexible requirements.

Conclusion

The **Madera County job description** emphasizes **coordination across all County functions**, a focus on **ballot measures and legislative platforms**, and broader supervision over County staff. In contrast, the **Mariposa job description** highlights **strategic leadership, emergency preparedness**, and more direct oversight of **appointed officials**. Additionally, **Madera** requires more **management experience**, particularly in larger public organizations, while **Mariposa** focuses on flexibility with an emphasis on **long-term planning and crisis management**.

Merced County

Definition

- **Mariposa (Proposed)**: The CAO serves as the **chief executive officer**, overseeing County departments, managing budgets, coordinating emergency preparedness, and advising on policy, legislative, and personnel matters.
- **Merced**: The CAO is responsible for overseeing the **administrative affairs** of the County, representing the Board of Supervisors' policies, developing long-range plans, and managing **economic and community development efforts**. The CAO also acts as the **Clerk of the Board**.

Key Difference: Merced's description includes a strong focus on **economic and community development** and explicitly names the CAO as the **Clerk of the Board**, whereas Mariposa's description places more emphasis on **emergency preparedness** and **executive oversight**.

Supervision

- **Mariposa (Proposed)**: The CAO supervises **appointed department heads**, managing County operations and ensuring policy implementation.
- **Merced**: The CAO exercises **executive supervision** over all departments and services of the County, including the negotiation and performance of contracts, leases, and agreements.

Key Difference: Both roles include supervision of County departments, but **Merced's CAO** has more emphasis on **contract negotiation** and overseeing all services, while **Mariposa's CAO** focuses more on **appointed officials** and operational management.

Essential Functions

- **Mariposa (Proposed)**:
    - Oversees **daily operations**, prepares **long-term capital improvement plans**, and engages in **legislative advocacy**.
    - Focuses on **emergency planning** and ensuring County preparedness.
- **Merced**:
    - Focuses on long-range planning, **economic and community development**, and serves as the **Board's legislative liaison**.
    - Oversees the development of the **County budget** and **Capital Improvement Plan** and supervises **special studies and surveys**.

Key Difference: Merced's CAO has a more defined role in **community and economic development** and handles **capital improvements** in greater detail, while Mariposa emphasizes **emergency preparedness** and strategic operational oversight.

Budget Management

- **Mariposa (Proposed)**: Directs budget preparation and ensures fiscal compliance, focusing on **budget variances** and long-term financial strategies.
- **Merced**: Supervises the development and administration of the County budget, including reviewing department budget requests and making recommendations on final expenditure levels.

Key Difference: Both descriptions emphasize budget oversight, but Merced's CAO also handles **long-range fiscal planning** and the **Capital Improvement Plan**, while Mariposa highlights **budget variance management**.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at the local, state, and federal levels, representing the County in legislative matters.
- **Merced**: Serves as the **Board's legislative liaison**, representing the County at local, state, and federal levels and advocating for legislative and community programs.

Key Difference: Both descriptions involve legislative advocacy, but **Merced's description** emphasizes the CAO's role in **advocating for community programs** alongside legislative efforts.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, including **discipline, training programs**, and **staff grievances**.
- **Merced**: Makes recommendations on **personnel policies**, including salaries and benefits, and supervises management staff, along with overseeing the County's **Human Resource Administration**.

Key Difference: Merced's CAO has a more direct role in **personnel policies** and **benefits**, whereas Mariposa's CAO focuses more on **managing department heads and training programs**.

Community and Public Relations

- **Mariposa (Proposed)**: The CAO engages with **community leaders** and stakeholders, representing the County at public forums.

- **Merced**: Represents the Board in matters concerning relationships with other government agencies and the public, while also handling **sensitive citizen requests and complaints**.

Key Difference: Merced's description emphasizes the CAO's role in **handling citizen complaints** and maintaining relationships with other agencies, while Mariposa focuses more on **community engagement and leadership**.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** and five years of **management-level experience**; a master's degree is preferred.
- **Merced**: Requires **broad and extensive experience** in a management or administrative capacity, particularly in **program, budget, and personnel administration**, along with a **four-year degree** from an accredited institution.

Key Difference: Merced's qualifications emphasize **extensive experience** in **budget and personnel administration**, while Mariposa's qualifications are more flexible, focusing on **management experience**.

Conclusion

The **Merced County job description** places a strong focus on **economic and community development**, **long-range planning**, and **personnel policy management**, with an additional role as **Clerk of the Board**. In contrast, **Mariposa's CAO** emphasizes **strategic leadership**, **emergency preparedness**, and **direct oversight of appointed officials**. Merced's CAO is more deeply involved in **legislative and community advocacy** efforts, while Mariposa balances **operational leadership and emergency planning**.

Napa County

Definition

- **Mariposa (Proposed)**: The CAO serves as the **chief executive officer**, overseeing County departments, managing budgets, coordinating emergency preparedness, and advising on policy, legislative, and personnel matters.
- **Napa**: The CAO is responsible for **planning, implementing, and overseeing** all County activities and operations, providing leadership, administrative direction, and coordinating the work of both elective and appointive departments. The position involves recommending the County budget and providing complex administrative support to the Board of Supervisors.

Key Difference: While both roles emphasize executive leadership, **Napa's description** includes a stronger focus on **long-term planning** and **administrative coordination** across all departments, elective and appointive.

Supervision

- **Mariposa (Proposed)**: Supervises **appointed department heads** and provides leadership for County operations with a focus on policy implementation.
- **Napa**: Provides direct supervision over assigned staff and coordinates the work of **all County offices and departments**, including those elective and appointive.

Key Difference: Napa's CAO has broader supervisory responsibility over both **elective and appointive** departments, compared to Mariposa's focus on **appointed officials**.

Essential Functions

- **Mariposa (Proposed)**:
    - Manages daily operations, develops **long-term capital improvement plans**, and engages in **legislative advocacy**.
    - Focuses on **emergency planning** and response.
- **Napa**:
    - Directs the development and implementation of the County's goals, objectives, policies, and priorities.
    - Provides **in-depth analysis and review** of County programs, overseeing **long-range planning**, and coordinating the **budget**.
    - Attends all Board meetings, develops **policy recommendations**, and represents the County in negotiations with external agencies.

Key Difference: Napa's CAO description emphasizes **policy development**, **program evaluation**, and **long-range planning** in more depth, while Mariposa focuses more on **emergency preparedness** and operational leadership.

Budget Management

- **Mariposa (Proposed)**: Oversees budget preparation, with a focus on **budget variance management** and long-term fiscal strategies.
- **Napa**: Directs the preparation and administration of the **County budget**, including reviewing and evaluating department requests and providing **periodic status reports** on revenue and expenditures to the Board.

Key Difference: Both descriptions emphasize comprehensive budget oversight, but Napa's CAO includes **continuous budget monitoring** and frequent reporting to the Board, indicating a more **hands-on fiscal role**.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at the local, state, and federal levels.
- **Napa**: Represents the County at **federal, state, and regional meetings**, serving as a liaison to legislative bodies and participating in policy negotiations.

Key Difference: Both descriptions involve legislative duties, but **Napa's role** explicitly includes representation at **regional meetings** and a greater focus on **policy negotiations**.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, including overseeing **disciplinary actions, training programs**, and **staff grievances**.
- **Napa**: Responsible for **appointing, evaluating**, and, if necessary, removing all appointive department heads, and manages **personnel actions** such as promotions and dismissals.

Key Difference: Napa's CAO has more **direct authority** over appointive department heads, including the power to recommend their removal to the Board, while Mariposa's description emphasizes **managing and training department heads**.

Community and Public Relations

- **Mariposa (Proposed)**: Engages with **community leaders** and represents the County in public forums.

- **Napa**: Represents the County in meetings with **governmental agencies**, legislative bodies, and community organizations, and resolves **sensitive citizen inquiries** and complaints.

Key Difference: Napa's CAO description includes a **broader public relations role**, emphasizing the CAO's responsibility for resolving **sensitive citizen issues** and managing relationships with legislative bodies.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** and five years of **management-level experience**; a master's degree is preferred.
- **Napa**: Requires **ten years of progressively responsible local government experience**, with five years in a **supervisory role** and three years in **County government**. A master's degree in public policy, public administration, or a related field is required.

Key Difference: Napa has **more stringent qualifications**, including **ten years of experience** and a **required master's degree**, while Mariposa's description is more flexible, requiring five years of management experience and preferring a master's degree.

Conclusion

The **Napa County job description** emphasizes a broader scope of **policy development, public relations, and long-term planning**, with a strong focus on **administrative coordination** across all departments, elective and appointive. It also requires **more extensive experience** and qualifications. The **Mariposa job description**, in contrast, focuses more on **strategic leadership**, **emergency preparedness**, and direct oversight of **appointed department heads**, providing more flexibility in qualifications but requiring less emphasis on broad administrative coordination.

Tuolumne County

Definition

- **Mariposa (Proposed)**: The CAO serves as the **chief executive officer**, overseeing County departments, managing budgets, coordinating emergency preparedness, and advising on policy, legislative, and personnel matters.
- **Tuolumne**: The CAO provides **administrative direction** and oversight for all County functions, focusing on policy guidance, program evaluation, and **economic and community development** efforts. The CAO is also responsible for ensuring compliance with County codes, ordinances, and regulations.

Key Difference: Tuolumne emphasizes **economic and community development** and ensuring the enforcement of County codes, ordinances, and regulations, while Mariposa highlights **emergency preparedness** and broader **strategic leadership**.

Supervision

- **Mariposa (Proposed)**: Supervises **appointed department heads** and oversees County operations with a focus on policy implementation.
- **Tuolumne**: Supervises the **entire County staff** through subordinate levels of management, with more responsibility for direct oversight across all functions.

Key Difference: Tuolumne's CAO has broader **supervisory responsibility** over all County staff, while Mariposa's CAO focuses more on **appointed officials**.

Essential Functions

- **Mariposa (Proposed)**:
    - Manages daily operations, prepares **long-term capital improvement plans**, and engages in **legislative advocacy**.
    - Emphasizes **emergency planning** and County preparedness.
- **Tuolumne**:
    - Provides administrative direction for all County functions, emphasizing **policy guidance** and **program evaluation**.
    - Also handles **economic and community development** and oversees the enforcement of all County regulations.

Key Difference: Tuolumne's CAO focuses more on **policy guidance**, **program evaluation**, and **development efforts**, while Mariposa emphasizes **long-term planning** and **emergency preparedness**.

Budget Management

- **Mariposa (Proposed)**: Directs budget preparation, focusing on **budget variances** and long-term fiscal strategies.
- **Tuolumne**: Oversees the **preparation of the annual budget**, authorizes expenditures, and provides the Board with information on the County's financial condition.

Key Difference: Both roles include comprehensive budget oversight, but Tuolumne's CAO is tasked with more direct **authorization of budget expenditures** and closer financial management.

Legislative and Advocacy Role

- **Mariposa (Proposed)**: Engages in **legislative advocacy** at the local, state, and federal levels, representing the County in legislative matters.
- **Tuolumne**: Represents the County in meetings with **government agencies, community groups**, and various organizations, but does not explicitly emphasize legislative advocacy as strongly as Mariposa.

Key Difference: Mariposa's CAO has a more prominent role in **legislative advocacy**, whereas Tuolumne's CAO focuses more on representing the County in broader **community and agency meetings**.

Personnel and Human Resources

- **Mariposa (Proposed)**: Manages department heads, overseeing **disciplinary actions, training programs**, and **staff grievances**.
- **Tuolumne**: Oversees the **selection, training, and development** of County staff, and serves as the **hearing officer for grievances and discipline hearings**.

Key Difference: Tuolumne's CAO plays a more direct role in **grievance hearings and disciplinary actions** compared to Mariposa's CAO, who focuses more on overall **management of department heads**.

Community and Public Relations

- **Mariposa (Proposed)**: Engages with **community leaders** and stakeholders, representing the County in public forums.
- **Tuolumne**: Represents the County in meetings with **government agencies, community groups**, and **business organizations**, focusing on **economic development** and public engagement.

Key Difference: Tuolumne's CAO focuses more on **economic development and public engagement**, while Mariposa's CAO emphasizes broader **community leadership** and stakeholder relationships.

Qualifications and Experience

- **Mariposa (Proposed)**: Requires a **bachelor's degree** and five years of **management-level experience**; a master's degree is preferred.
- **Tuolumne**: Requires a **bachelor's degree** with two years of **executive-level experience** in planning, organization, and management; a master's degree in public or business administration is highly desired.

Key Difference: Tuolumne's CAO requires **less experience** (two years of executive-level experience) compared to Mariposa's requirement of **five years of management-level experience**, though both prefer a master's degree.

Conclusion

The **Tuolumne County job description** places a strong emphasis on **policy guidance, program evaluation**, and **economic and community development**, with broader supervisory responsibilities over the entire County staff. In contrast, **Mariposa's CAO** focuses more on **emergency preparedness, legislative advocacy**, and the direct oversight of **appointed officials**. Additionally, **Tuolumne's CAO** is more involved in **grievance hearings** and **disciplinary actions**, while **Mariposa's CAO** emphasizes broader strategic leadership and **long-term planning**.

Summary of Key Differences between Mariposa County CAO Draft Position and Job Descriptions from Select California Counties

Calaveras County:

- **Public Information Officer**: The CAO serves as the **Public Information Officer**, which Mariposa does not mention.
- **Code Enforcement**: Focuses heavily on **County code enforcement**, a less emphasized duty in Mariposa's draft.

El Dorado County:

- **Contract Enforcement**: Emphasizes **contract services and code enforcement**, which are not as detailed in Mariposa's draft.
- **Broader Staff Supervision**: Specifies supervision over **management, supervisory, and support staff**, broader than Mariposa's draft.

Fresno County:

- **Budget Officer**: The CAO is also the **Budget and Finance Officer**, with strong budget oversight, which is not as explicitly stated in Mariposa's draft.
- **Divisional Oversight**: Fresno's CAO oversees **Administrative and Personnel Management divisions**, a structure not found in Mariposa's draft.

Madera County:

- **Legislative Platform**: Includes oversight of the County's **legislative platform and ballot measures**, not covered in Mariposa's draft.
- **Coordination with Elected Officials**: Greater emphasis on coordination with **elected officials**, which is less specific in Mariposa's draft.

Merced County:

- **Clerk of the Board**: Merced's CAO serves as **Clerk of the Board** and **Purchasing Agent**, roles not assigned in Mariposa's draft.
- **Real Property Acquisition**: Emphasizes **property acquisition**, which is not included in Mariposa's draft.

Napa County:

- **Departmental Oversight**: Focuses on oversight of both **elective and appointive departments**; Mariposa's draft focuses more on **appointed** officials.

- **Master's Degree Requirement**: Requires a **Master's degree**, whereas Mariposa's draft lists it as **preferred**.

Tuolumne County:

- **Economic Development**: Strong focus on **economic and community development** efforts, which is less prominent in Mariposa's draft.
- **Code Enforcement**: Emphasizes the **enforcement of County codes and ordinances**, which is less detailed in Mariposa's draft.

Summary for Quick Reference:

- **Economic Development**: Stronger in **Tuolumne** and **Calaveras**.
- **Legislative Platform**: Present in **Madera**.
- **Clerk of the Board**: Included in **Merced** and **Fresno**.
- **Code Enforcement**: Emphasized in **Calaveras** and **El Dorado**.
- **Budget Officer**: **Fresno** has explicit budget oversight.
- **Master's Degree**: **Napa** requires it, while **Mariposa** prefers it.
- **Contract Enforcement**: Stronger emphasis in **El Dorado**.
- **Coordination with Elected Officials**: Emphasized in **Madera**.
- **Public Information Officer**: Role included in **Calaveras**.

Review of Employment Agreement with CAO

No employment agreement between Mariposa County and the incumbent CAO exists.

Review of any Applicable County Ordinances and Resolutions Regarding the County Administrative Officer Position and Duties

Review of Ordnances

Title 2 of the Mariposa County Government Code

Upon reviewing **Title 2** of the Mariposa County Code, specifically **Section 2.92**, which addresses the duties of the County Administrative Officer (CAO), I noted the following points to consider when comparing the ordinances to the draft job description:

1. **Broad Authority**: The ordinance gives the CAO broad powers to enforce policies set by the Board of Supervisors, aligning with the job description's focus on policy implementation and oversight of County operations.
2. **Budget Oversight**: Both the ordinance and the draft specify that the CAO is responsible for overseeing and developing the County's budget, which is a key element of the role.
3. **Appointment of Staff**: According to the ordinance, the CAO has the authority to appoint and supervise department heads, subject to Board approval, which is consistent with the draft job description.

These items have been accounted for and included in the proposed job description.

Review of Resolutions

The following resolutions pertain to the County Administrative Officer position and were considered in the development of the proposed job description. Please note that some of these resolutions have been superseded by later ones, and certain duties and responsibilities outlined in earlier resolutions may no longer be applicable.

87-277
Creates Position of Administrative Officer
Date Passed: July 7, 1987

87-346
Designates Administrative Officer as Assistant Purchasing Agent
Date Passed: August 25, 1987

88-520
Authorizes Administrative Officer to Execute Escrow Papers for Purchase of Real Property
Date Passed: October 25, 1988

89-104
Authorizes Administrative Officer to Pay Travel Claims for Non-County Employees Traveling on County Business
Date Passed: March 14, 1989

97-417
Authorizes the County Administrative Officer to Assign a 9/80 Flex Schedule
Date Passed: October 28, 1997

99-313
Eliminates Personnel Analyst I and II Classifications, Creates Personnel/Risk Management Technician Classification, Aligning Risk Management Duties with Personnel
Date Passed: October 12, 1999

2000-218
Consider and Act on Reorganization Plan for the County Administrative Officer's Office
Date Passed: June 13, 2000

2000-236
Authorizes a Revision to the County Administrative Officer Class Specification
Date Passed: June 27, 2000

02-156
Authorizes the Chairman of the Board of Supervisors to Act as County Administrative Officer During Vacancy of the CAO Position
Date Passed: May 14, 2002

03-280
Approves Transition of the Personnel/Risk Management Function to the County Administrative Officer
Date Passed: July 22, 2003

06-579
Recognizes Mariposa County as a Hybrid Covered Entity under HIPAA and Designates the CAO as HIPAA Privacy Officer
Date Passed: December 19, 2006

07-311
Provides the County Administrative Officer, Who is the Risk Manager, Authority to Reject Liability Claims Against the County Up to $10,000
Date Passed: June 26, 2007

12-600
Authorizes the CAO to Approve Travel, Meal, and Lodging Expenses for Department Head Candidates and Approve Pending Mileage Claims
Date Passed: December 11, 2012

2014-481
Approves Amendments to the CAO Class Specification and Increases the Annual Salary from $118,746 to $138,000
Date Passed: September 16, 2014

2015-071
Approves Amendment to the Minimum Qualifications of the CAO Class Specification, Effective Immediately
Date Passed: February 10, 2015

2015-271
Rescinds Resolutions 03-369 and 07-311; Authorizes the CAO to Settle and Reject Workers' Compensation and Tort Liability Claims Up to $20,000
Date Passed: June 9, 2015

2017-259
Approves Amendment to the Minimum Qualifications of the CAO Job Description, Effective Immediately
Date Passed: May 2, 2017

2017-747
Authorizes the CAO to Accept Liability Claim Settlements in Favor of the County Up to $50,000 and Sign Necessary Documents
Date Passed: November 7, 2017

2019-089
Approves Increasing the CAO's Authority for Settling and Rejecting General Liability and Workers' Compensation Claims from $20,000 to $50,000, Effective Immediately
Date Passed: February 12, 2019

A Tradition of Stewardship
A Commitment to Service

County of Napa

COUNTY EXECUTIVE OFFICER

CLASS CODE	7003	**SALARY**	$182.50 Hourly $14,600.00 Biweekly $31,633.33 Monthly $379,600.00 Annually
ESTABLISHED DATE	April 20, 2019	**REVISION DATE**	April 20, 2019

Description

Under policy direction, plans, implements, directs, and oversees the activities and operations of Napa County; provides overall leadership, administrative direction, and coordinates the work of all County offices and departments, both elective and appointive, ensuring efficient and effective services; recommends the County budget; and provides highly responsible and complex administrative support to the Board of Supervisors.

DISTINGUISHING CHARACTERISTICS

The County Executive Officer serves as the chief executive officer of the County. This position has full responsibility to the Board of Supervisors for the administration of all County services and activities. The County Executive Officer is appointed by, represents, and serves at the pleasure of the Board of Supervisors. The work requires initiative, judgment, discretion, and ability to make independent decisions within established policies and procedures set forth by the Board of Supervisors and federal, state, and local laws, ordinances, and regulations.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the Board of Supervisors.

Responsibilities include direct supervision over assigned staff.

Example of Duties

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Provide administrative direction and coordinate the work of all County offices and departments, both elective and appointive; identify County needs for the Board of Supervisors; develop alternate courses of action for Board consideration.
Direct the development and implementation of the County's goals, objectives, policies, and priorities; oversee long range planning, analysis, and evaluation of County programs and services; assist and advise Board of Supervisors in establishing overall County policies; research Board requests regarding policy and prepares and submits recommendations.

Direct the preparation of the annual County budget; review and evaluate the annual budget requests of all County departments; make recommendations to the Board on budget matters; administer County budget following Board approval.
Keep the Board informed of budgetary revenue and expenditure progress through periodic status reports; keep the Board informed regarding County programs and departmental operations; provide an in-depth analysis and review of all County programs on a regular basis in such a manner that the Board may make policy decisions; devise ways of achieving efficiency and economy in all County operations.
Provide highly responsible and complex administrative support to the Board of Supervisors; conduct administrative studies on a wide variety of issues and matters impacting County government and prepare recommendations for the Board of Supervisors.
Advise the Board on matters of policy and administration; formulate and present to the Board plans to implement policies and accomplish goals; direct implementation of the priorities and levels of services established by the Board.
Recommend to the Board of Supervisors the appointment, suspension, or removal of all appointive department heads; annually review and evaluate the performance of all appointive department heads; direct appointed department heads in the execution of policies of the Board of Supervisors.
Recommend the creation, abolition, or restructure of departmental functions when necessary to the Board of Supervisors and/or department heads.
Attend all meetings of the Board of Supervisors, except when excused; direct the preparation of the Board meeting agendas; present and make recommendations on matters on the agenda.
Plan, organize, direct, and review the activities of the County Executive Office; develop and implement the goals and objectives for the Office; assume responsibility for a variety of personnel actions such as selections, promotions, performance evaluations, disciplinary actions, and dismissals.
Develop, implement and maintain an adequate system of checks and controls to safeguard County money and property.
Represent the County at federal, state, and regional meetings, and before various governmental agencies, boards and commissions, legislative bodies and community organizations.
Explain, justify, and defend County programs, policies, and activities; negotiate and resolve sensitive and controversial issues; respond to and resolve difficult and sensitive citizen inquiries and complaints.
Cooperate with community organizations, the press, and other public groups to insure the efficiency and economy of County operations.
Perform related duties as required.

Typical Qualifications

KNOWLEDGE OF:

Operations, services, and activities of a county government and controlling legislation.

County functions and associated management, financial and public policy issues.

Theories, principles, and practices of public administration and local government administration necessary in the planning, analyzing, developing, evaluating and directing the diverse and complex activities of County government.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles and practices of program development and administration including social, political and environmental issues influencing program development and administration.

Government, council, and legislative processes.

Decision making techniques.

Public finance theories and practices.

Principles and practices of fiscal and strategic planning.

Methods of analyzing, evaluating, and modifying administrative procedures.

Principles and practices of budget preparation and administration; principles and state legal requirements regarding the preparation and evaluation of the County budget.

Principles and practices of management, supervision, training, and performance evaluation.

Public relations principles and practices required to work with public officials, industry representatives, civic groups, and private citizens.

Pertinent federal, state, and local laws, codes, and regulations governing the operation of County government.

SKILL TO:

Provide effective leadership to a large, complex organization.

Exercise sound, expert independent judgment within general policy guidelines.

Develop, implement, and administer County-wide goals, objectives, policies, procedures, work standards, and internal controls.

Plan, direct, coordinate, and integrate comprehensive County programs, projects, and activities.

Develop and administer the annual County budget; effectively coordinate preparation of the County budget; analyze complex budgets and fiscal practices for County departments.

Plan and direct the administration and operation of departments headed by non-elective and non-Board of Supervisors appointed department heads; coordinate the work of all County offices and departments, both elective and appointive.

Conduct administrative studies including organization studies and procedural and policy studies of departments in response to various issues; analyze budget and technical reports; interpret and evaluate staff reports.

Select, supervise, train, and evaluate staff.

Delegate authority and responsibility.

Negotiate and resolve complex issues.

Identify and respond to sensitive community, organizational, and Board of Supervisors issues, concerns, and needs.

Perform difficult and complex analysis and research, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Analyze and assess the programs, policies, and operational needs, recommend effective courses of action to the Board, and implement the Board's decisions.

Research, analyze, and evaluate new service delivery methods and techniques.

Exercise tact and diplomacy in dealing with highly sensitive political, public policy, community and employee issues and situations.

Effectively present information to executive management, public groups, and/or boards of directors.

Understand, interpret, explain and apply applicable federal, state and local policies, laws and regulations.

Remain abreast of current legislation affecting local government economy and employment practices.

Develop, prepare, and write concise correspondence, reports and recommendations on administrative and financial concerns.

Operate a variety of office equipment including personal computers and related peripheral equipment and software applications.

Work with diverse community groups and with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

ABILITY TO:

Work primarily in a standard office setting with some travel to different sites and locations.

Work extended hours including evenings and weekends.

Stand or sit for prolonged periods of time.

Stoop, bend, kneel, crouch, reach, and twist.

Lift, carry, push, and/or pull light to moderate amounts of weight.

Use repetitive hand movement and fine coordination including using a computer keyboard.

Verbally communicate to exchange information.

Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:
Ten years of progressively responsible local government administrative experience involving budgetary analysis and control, financial and fiscal planning, personnel management, and organizational systems, procedures, and program analysis work including five years in a supervisory and administrative capacity and three years of experience with County government.

Education:
A Master's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, and policy analysis.

License or Certificate: *

Possession of a valid driver's license.

*Any license, certification, or registration required for this position shall be maintained (i.e. active and in good standing) at all times during employment with Napa County. For continued employment with Napa County, you must maintain such license, certification, or registration to meet the minimum qualifications of this position.

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Calaveras, County of (CA)

County Executive Officer

CLASS CODE	4009	**SALARY**	$8,399.20 - $10,324.80 Biweekly $18,198.27 - $22,370.40 Monthly $218,379.20 - $268,444.80 Annually
ESTABLISHED DATE	October 18, 2016	**REVISION DATE**	November 29, 2022

Position Description

DEFINITION

Consistent with policy direction from the Board of Supervisors, to plan, organize and provide overall administrative direction and oversight for all County functions and activities; to prepare recommendations for the Board of Supervisors; to provide policy recommendations and program evaluation to the Board of Supervisors and management staff; to encourage and facilitate provisions of services to County residents and businesses; to foster cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; to pursue appropriate avenues of economic development; to plan, organize, direct, and review the activities of the County Administrative Office; to provide highly responsible and complex administrative support to the Board of Supervisors.

DISTINGUISHING CHARACTERISTICS

This is the highest-level administrator appointed by the Board of Supervisors, who represents and serves at the pleasure of the Board. This position has full responsibility to the Board of Supervisors for the administration of all County services and activities and enforcement of all County codes, ordinances, and regulations. This position conducts all financial activities of the County, and directs the efficient and economical performance of County operations. The County Executive Officer is accountable for establishing

Example of Duties

To the fullest extent permitted by State Law and County Code:
Provides administrative direction and coordinates the work of all County Offices and departments, both elective and appointive; identifies County needs for the Board of Supervisors; develops alternate courses of action for Board consideration; makes recommendations and implements policy decisions and actions by the Board. Receives assignments from the Board regarding special projects and assures their completion.

- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Supervisors and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Directs the preparation of the annual County budget; reviews and evaluates annual budget requests of all County departments; authorizes, directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board of Supervisors; makes recommendations and implements policy decisions and actions by the Board.
- Ensures that the Board of Supervisors is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Provides highly responsible and complex administrative support to the Board of Supervisors by conducting administrative studies on a wide variety of issues and matters impacting County government and prepares recommendations for the Board of Supervisors.

- Advises the Board on issues, programs, and financial status; prepares and recommends long and short-term plans for the provisions of County services, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future County needs.
- Oversees the administration, construction, use and maintenance of all County facilities and equipment, including buildings, parks, facilities, and other public property.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the County; possesses responsibility for enforcement of all County codes; ordinances, and regulations.
- Prepares annual review of all County fees and makes recommendations to the Board of Supervisors for increases or decreases as required to recover departmental costs.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by County government.
- Provides such investigations, studies, or surveys as the Board of Supervisors may request or as deemed necessary for the efficient and effective use of the County's resources.
- Reviews the operations of County departments, offices, and institutions to determine personnel needs and equipment requirements, establish workload standards, and provide a basis for recommended changes.
- Oversees the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; may serve as hearing officer for grievances and disciplinary hearings.
- Appoints, evaluates, transfers, disciplines, and dismisses all non-elected department heads except as specifically required by law, as established by section 2.10.080 of County Code.
- Annually reviews and evaluates the performance of all appointive department heads based on the goals and objectives developed by the Board.
- Recommends to the Board of Supervisors and/or department heads the creation, abolition, or restructure of departmental positions and functions as necessary.
- Reviews all items on the Board's agendas to ascertain that all relevant information is contained within the documents and to assure that all matters are property presented.
- Attends all meetings of the Board of Supervisors, except when excused; directs the preparation of the Board Agenda; presents and makes recommendations on matters on the agenda.
- Represents the County at federal, state, and regional meetings, and before various governmental agencies, boards and commissions, legislative bodies, and community organizations. Serves as the Public Information Officer for the County as required.
- Cooperates with community organizations, the press, and other public groups to ensure the efficiency and economy of County operations.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquires and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of:

Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision; principles, practices and procedures of public administration in a County setting; functions, services, and funding sources of a County government; functions, authority, responsibilities, and limitations of an elected Board of Supervisors; applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility; principles, practices, methods, and procedures of County government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as it relates to County government administration; current social, political, and economic trends affecting County government and service provision; modern office practices, methods, and computer equipment and applications related to the work; record-keeping principles and procedures; English usage, grammar, spelling,

vocabulary, and punctuation; techniques for effectively representing the County in contacts with government agencies, community groups, and various businesses, professional, regulatory, and legislative organizations; techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff;

Ability to:

Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County; work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board of Supervisors; develop and implement goals, objectives, policies, procedures, work standards, and internal controls; oversee all County financial activities, including administering investments, the development and implementation of the County budget, and the control of all expenditures and purchases; interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures; conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, and the media; serve effectively as the administrative agent of the Board of Supervisors; direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; gain cooperation through discussion and persuasion; appraise situations and people accurately and quickly and adopt an effective course of action; perform mathematical computations; organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines; operate modern office equipment and computer applications related to work; use tact, initiative, prudence, and independent judgement within general policy, procedural, and legal guidelines in politically sensitive situations; establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

A Bachelor's degree from an accredited college or university with major coursework in public or business administration, political science, public policy, finance, or a related field. A Master's degree in public or business administration or related fields from an accredited college or university is highly desired.

Seven years of progressively responsible governmental administrative/managerial experience involving responsibility for budget analysis and control, financial and fiscal planning, personnel administration, organizational systems and procedures, and program analysis and implementation for an organization. This experience should include at least two years in an executive-level capacity.

Additional qualifying experience may substitute for the college education on a year-for-year basis.

Special Requirements

Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; finger dexterity to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required.

County of Tuolumne

COUNTY ADMINISTRATIVE OFFICER

CLASS CODE E013

SALARY $87.20 - $105.99 Hourly
$6,976.00 - $8,479.20 Biweekly
$15,114.67 - $18,371.60 Monthly
$181,376.00 - $220,459.20 Annually

ESTABLISHED DATE August 28, 2022

Class Definition

Under policy direction, plans, organizes, and provides administrative direction and oversight for all County functions and activities; provides policy guidance and program evaluation to the Board of Supervisors and management staff; encourages and facilitates provision of services to County residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and general policy direction from the Board of Supervisors. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision to the entire County staff through subordinate levels of management and supervision.

CLASS CHARACTERISTICS

The County Administrator, appointed by the Board of Supervisors, serves as the Chief Executive Officer of the County, accountable to the Board of Supervisors and responsible for enforcement of all County codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the County's operations. The County Administrator is accountable for establishing and accomplishing County goals and objectives, and developing general policy guidelines.

Examples of Duties

(Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, and administers operations of the County either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the County in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the Board of Supervisors.

- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Supervisors and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual budget for the County; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board of Supervisors.
- Attends all Board meetings and advises the Board on issues, programs, and financial status; prepares and recommends long- and short-term plans for County service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future County needs.
- Serves as the appointed Clerk of the Board of Supervisors.
- Oversees the administration, construction, use, and maintenance of all County facilities and equipment, including buildings, parks, facilities, and other public property.
- Represents the County and the Board in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the County government.
- Performs such investigations, studies or surveys as the Board of Supervisors may request or as deemed necessary for the efficient and effective use of the County's resources.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the County; has responsibility for enforcement of all County codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings; recommends the selection of department heads to the Board.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures the maintenance of working and official County files.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other related duties as assigned.

Minimum Qualifications

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices, and procedures of public administration in a County setting.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board of Supervisors.

- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, methods, and procedures of County government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as related to County government administration.
- Current social, political, and economic trends affecting County government and service provision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Record-keeping principles and procedures.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the County in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board of Supervisors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Oversee all County financial activities, including administering investments, the development and implementation of the County budget, and the control of all expenditures and purchases.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, and the media.
- Serve effectively as the administrative agent of the Board of Supervisors.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Perform mathematical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is

qualifying. A typical way to obtain the required qualifications would be

Equivalent to graduation from a four-year college or university with major coursework in public or business administration, political science, public policy, finance, or a related field and two (2) years executive-level experience in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation of programs and services for an organization. An equivalent to a Master's Degree in Public or Business Administration is highly desired.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

Merced County

COUNTY EXECUTIVE OFFICER

CLASS CODE	7481	**SALARY**	$10,192.30 Biweekly $22,083.32 Monthly $264,999.80 Annually
ESTABLISHED DATE	December 10, 1996	**REVISION DATE**	July 27, 2021

Description

Under administrative direction, to be in charge of the administrative affairs of County government; to represent the Board of Supervisors' policies and programs with the general public, community organizations, County employees and other government agencies; to develop and facilitate in conjunction with elected Board Members the implementation or long range plans; to review department budget requests and prepare a final budget for presentation to the Board of Supervisors; to oversee economic and community development efforts; and to do other related work as required. The County Executive Officer is also the Clerk of the Board as set forth by Ordinance Number 1507.

Examples of Duties

To the extent permitted by State Law and the Merced County Ordinances:

Duties may include, but are not limited to, the following:

- Serves as the Board’s legislative liaison at local, state and federal levels; and participates in the advocacy of the legislative and community programs.
- Exercises executive supervision and control of the affairs of all departments and services of the County.
- Evaluates proposed programs and periodically evaluates existing departmental programs and makes necessary recommendations to the Board, including to add, delete, consolidate, and or reassign departmental functions, duties and powers.
- Makes recommendations to the Board relating to personnel policies, including the establishment of salaries and benefits for County employees.
- Supervises the negotiation and performance of contracts, leases, agreements, and memoranda of understanding; supervises the County's legislative program.
- Represents the Board of Supervisors in matters pertaining to relationships with other government agencies and the public and informs the Board of Supervisors of matters which may be pertinent to the discharge of the Board's responsibilities.

- Supervises and oversees the development and administration of the County budget.

- Supervises and directs preparation of long-range fiscal plans and plans for acquiring, constructing and improving buildings and other County facilities.

- Recommends a long-term financial plan for the implementation of a Capital Improvement Plan and methods of financing.

- Makes recommendations on the acquisition of real property.

- Reviews department budget requests and develops recommendations on final expenditure levels.

- Oversees the conduct of special studies and surveys, oversees and directs economic and community development efforts and responds to the most sensitive citizen information requests and complaints.

- Performs as the Clerk of the Board and the County Purchasing Agent.

- Selects, evaluates and supervises other management staff.

- Reviews, evaluates and makes recommendations on Board Agenda Items prepared and submitted by other departments.

- Performs other such services and responsibilities as the Board of Supervisors may require.

Minimum Qualifications

Experience:
Broad and extensive experience in a management or administrative capacity in a public agency. Responsibilities must have included development and administration of agency programs, budgets and personnel.

Education:
Graduation from an accredited four (4) year college or university.

Skills And Abilities

ESSENTIAL FUNCTIONS

- Communicate effectively with others in person and over the telephone.
- Analyze data and pending legislation, interpret policies, procedures and regulations, develop appropriate conclusions, and prepare reports.
- Resolve conflicts and respond appropriately to complaints.
- Complete multiple priority projects with conflicting deadlines and under stressful conditions.
- Establish, implement and achieve County and department goals and objectives.
- Maintain confidential information in accordance with legal standards and/or County regulations.

- Represent the County with the community and other agencies.
- Administer the County budget, personnel and programs.
- Make presentations to the Board of Supervisors and other groups.
- Train, evaluate and supervise staff.
- Frequent use of depth perception and peripheral vision.
- Occasionally lift, carry, reach, push, pull, twist and manipulate large and small objects.
- Frequent use of hand-eye coordination; normal dexterity, frequent holding and grasping.
- Frequent use of data entry device including repetitive hand and arm motion.
- Occasionally lift and carry up to 40 pounds.
- Sit or stand for long periods of time.
- Regular attendance is an essential function.

Knowledge of:

- Principles and practices of public administration, including administrative analysis, long range planning and development, fiscal planning and control, personnel administration and policy and program development.
- Laws, rules, ordinances, and legislative processes controlling County government functions and operations.\
- Organization, problems and functions of county government.
- Research and evaluation methods.
- Personnel and employer/employee relations programs and procedures.
- Principles of management, supervision, training and employee evaluation.
- Principles of Human Resource Administration.

Ability to:

- Plan, organize, coordinate and direct the work of County administrative functions to achieve efficient operations and meet program needs.
- Direct, develop and administer a County budget and fiscal control program.
- Provide advise and consultation to the Board of Supervisors on the development of ordinances, regulations, programs and policies.
- Evaluate, formulate and develop recommendations on improvements to existing County operations, programs and services.
- Exercise management authority in a tactful and effective manner.
- Effectively represent the County's policies, programs and services with the public, community groups, County employees, the Board of Supervisors and other government agencies.
- Establish and maintain effective working relationships.

Additional Information

FLSA: Exempt

Probationary Period: At-Will Classification

County of Madera

County Administrative Officer

CLASS CODE	2123	**SALARY**	$107.25 - $131.90 Hourly $18,589.38 - $22,862.60 Monthly $223,072.59 - $274,351.14 Annually
BARGAINING UNIT	Appointed Department Heads	**ESTABLISHED DATE**	July 18, 2024
REVISION DATE	July 18, 2024		

DEFINITION

Under policy direction and in accordance with County ordinances, plans, organizes, coordinates, and administers through management staff, all County functions and activities; provides policy guidance and coordinates the activities of department heads; fosters cooperative working relationships among County departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the County departments and Board of Supervisors; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Supervisors. Exercises general direction and supervision over management, professional, supervisory, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

Under a delegation of authority from the Board of Supervisors, this class has the overall responsibility for policy development, program planning, fiscal management, administration, and operation of all County functions, programs, and activities. This class provides assistance to the Board of Supervisors in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, County functions and activities, including the role of the Board of Supervisors, and the ability to develop, oversee, and implement projects and programs in a variety of areas. The incumbent is responsible for accomplishing Board of Supervisors and County goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost-efficient manner.

EXAMPLES OF TYPICAL JOB FUNCTIONS

The job functions listed below are not inclusive or exclusive and are intended only as illustrations or examples of the various types of work that may be performed in various divisions/departments. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

- Plans, organizes, and administers operations of the County through subordinate management and supervisory staff; coordinates and evaluates the work of the County in accordance with applicable laws,

codes, and regulations and adopted policies and objectives of the Board of Supervisors (Board); coordinates the work of County elected officials.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board and the County; develops administrative policies, procedures, and work standards to ensure that strategic goals and objectives are met, and that programs provide mandated services in an effective, efficient, and economical manner.
- Attends all Board meetings and advises the Board on issues, programs, and financial status; prepares and recommends long- and short-term plans for County service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future County needs.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Performs investigations, studies, or surveys as the Board may request or as deemed necessary for the efficient and effective use of the County's resources; provides for the investigation and resolution of complaints regarding administration of and services provided by the County.
- Represents the County and the Board in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Oversees the preparation of the annual budget for the County; authorizes, directly or through staff, budget transfers, expenditures, and purchases; provides information regarding financial conditions and needs to the Board.
- Assumes overall responsibility for the preparation and administration of ballot measures and the annual legislative platform for the County.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Oversees the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures the maintenance of working and official County files.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- Ensures staff observe and comply with all County and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the County.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles, practices, and procedures of public administration in a county setting.

- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board of Supervisors.
- Principles, practices, methods, and procedures of county government budget development, administration, and accountability.
- Fiscal and personnel management, cost accounting, and public funding as related to county government administration.
- Current social, political, and economic trends affecting county government and service provision.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- County and mandated safety rules, regulations, and protocols.
- Current equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board.
- Oversee all County financial activities, including administering investments, the development and implementation of the County budget, and the control of all expenditures and purchases.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials.
- Conduct effective negotiations by gaining cooperation through discussion and persuasion.
- Perform statistical and mathematical computations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Understand, interpret, apply, explain, and ensure compliance with all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the County in meetings with governmental agencies; the media; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
-
    - Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration, business administration, political science, finance, or a related field and seven (7) years of management and administrative experience in a large public organization which included responsibility for management of agency-wide operational, budgetary, and/or administrative programmatic areas in a capacity comparable to a department director.

Licenses and Certifications:

- Possession of, or ability to obtain by the time of appointment, an appropriate California driver's license.

PHYSICAL DEMANDS
Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS
Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS
Ability to travel to different work sites and locations.

Must be willing to attend meetings outside of regular working hours.

CLASSIFICATION HISTORY
BOS Approved Salary: 6/18/24
BOS Approved Job Description: 7/2/24

County of Fresno

COUNTY ADMINISTRATIVE OFFICER

CLASS CODE	8020	**SALARY**	$132.64 - $169.29 Hourly $10,611.00 - $13,543.00 Biweekly $22,990.50 - $29,343.17 Monthly $275,886.00 - $352,118.00 Annually
BARGAINING UNIT	Department Head	**REVISION DATE**	December 20, 1978

Description

Under policy direction from the Board of Supervisors, serves as budget and finance officer; directs and monitors the administrative operations of County departments; directs the activities of the Administrative Office; and carries out Board directives as required.

The County Administrative Officer receives policy direction from the Board of Supervisors and is responsible for implementing their directives and for assisting and advising the Board in matters of County budget, finance and operations.
Within this framework, the incumbent heads the Administrative Office which consists of two major divisions:

- Administrative Management Division which provides direction and coordination to County departments organized into four functional systems. In addition, division managers direct the activities of several key Administrative Office sections including: Clerk to the Board of Supervisors; Local Agency Formation Commission; Housing and Community Development; and Veterans Service Office.
- Personnel Management Division which provides personnel services to County departments. Personnel consists of recruitment, classification, employee relations, training, risk management and employee records management.

Because of the sensitive nature of the position and its relationship to the Board of Supervisors, the following assume paramount importance: close working relationship with the Board and department heads; strong oral and written communication skills; ability to relate well to management and employees at all levels and with the public; good judgment and integrity.

Samples of Duties

- Attends Board of Supervisors meetings providing advice and assistance to the Board in matters relating to the effective administration of Fresno County.
- Serves as budget and finance officer assuring development and control of the annual County budget and long range capital improvement planning.
- Provides administrative and budgetary direction to County department heads.
- Selects and disciplines appointive County department heads subject to Board approval.
- Conducts analyses of administrative practices or problems consistent with assuring effective delivery of services to the public.

- Directs the operations of the Administrative Management Division and also serves as Ex Officio Clerk of the Board of Supervisors and Director of Emergency Services.
- Directs the operations of the Personnel Management Division and advises the Board on all Employee Relations matters.
- Selects, develops and evaluates Administrative Office staff.
- Serves as the Board's legislative liaison at the Local, State and Federal level and represents the Board with community agencies, commissions, committees and other public groups.

Minimum Qualifications

Five years recent executive level experience in a large organization (preferably in local government) requiring: implementation of a governing board's policy directives; development and control of a multi-million dollar budget; and analyses of administrative and operational procedures to enhance organizational effectiveness.

The County of El Dorado

CHIEF ADMINISTRATIVE OFFICER

CLASS CODE	1226	**SALARY**	$116.04 - $141.05 Hourly $20,113.60 - $24,448.67 Monthly $241,363.20 - $293,384.00 Annually
ESTABLISHED DATE	June 01, 1990	**REVISION DATE**	March 20, 2018

Definition & Distinguishing Characteristics

DEFINITION

Under policy direction of the Board of Supervisors and in accordance with County ordinances, plans, organizes, coordinates, and administers through management staff, all County functions and activities; provides policy guidance and coordinates the activities of department heads; fosters cooperative working relationships among County departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the County departments and Board of Supervisors; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Supervisors. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of management and supervision.

CLASS CHARACTERISTICS

Under a delegation of authority from the Board of Supervisors, this class has the overall responsibility for policy development, program planning, fiscal management, administration, and operation of all County functions, programs, and activities. The incumbent is responsible for accomplishing Board of Supervisors and County goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost efficient manner.

Examples of Duties (Illustrative Only)

- Plans, organizes, and administers operations of the County either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the County in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the Board of Supervisors (Board).
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met, and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual budget for the County; authorizes directly, or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board.

- Attends all Board meetings and advises the Board on issues, programs, and financial status; prepares and recommends long- and short-term plans for County service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future County needs.
- Represents the County and the Board in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the County.
- Performs investigations, studies, or surveys as the Board may request or as deemed necessary for the efficient and effective use of the County's resources.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the County; has responsibility for enforcement of all County codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings; recommends the selection of department heads to the Board.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written material.
- Ensures the maintenance of working and official County files.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs related duties as assigned.

Education & Experience Requirements (typing "See Resume" in application will not be accepted)

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation.
- Principles, practices, and procedures of public administration in a county setting.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, methods, and procedures of county government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as related to county government administration.
- Current social, political, and economic trends affecting county government and service provision.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Techniques for effectively representing the County in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Oversee all County financial activities, including administering investments, the development and implementation of the County budget, and the control of all expenditures and purchases.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws, rules, regulations, policies, and procedures.
- Conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, and the media.
- Serve effectively as the administrative agent of the Board.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written material.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Perform mathematical computations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Use computer systems, software applications, and modern business equipment to perform a variety of work tasks.

Education and Experience:

Any combination of the required experience, education, and training that would provide the essential knowledge,

skills, and abilities is qualifying.

Bachelor's degree from an accredited four-year college or university with major coursework in public or business administration, political science, planning, public policy, finance, or a related field, and ten (10) years of professional-level experience in progressively responsible administrative, operational, budgetary, or similar management analytical work, four (4) of which must be in a County Executive/Administrative Office setting, City Manager Office, or comparable public agency dealing with major public policy issues; and three (3) of which must be in a management capacity. A master's degree in public or business administration or a closely related field is highly desired.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment and a satisfactory driving record.

Other Requirements

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Reasonable accommodations will be made for individuals on a case-by-case basis.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to attend meetings outside of regular working hours.

Other Class Spec Title 2

HISTORY

JCN: 1226
Created: June 1990
Revised: May 2008
Revised: March 2018 18-0350

County Administrative Officer

Recommendations Report | October 15, 2024

CAO Discussion Agenda

- Review Guidehouse summary and recommendations for CAO role
- Discussion about the ‘weak,’ ‘moderate,’ and ‘strong’ CAO models
- Review of recommended changes from Leibert Cassidy Whitmore (LCW)
- Next steps

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.

Guidehouse
Executive Summary

Weak vs. Moderate vs. Strong CAO

Hiring, Dismissal, and Discipline of Appointed Department Heads (Public Works, HHSA, Building, Planning, Agriculture, Library)

- Strong CAO - Can make unilateral hiring and dismissal decisions for Appointed Department Heads
- Moderate CAO - Will directly recommend hiring, dismissal, and discipline of Appointed Department Head to the Board of Supervisors. However, the Board will be the final decision makers for hiring, dismissal, and discipline
- Weak CAO - May provide input, however, has no formal role in the hiring, dismissal, or discipline of Appointed Department Heads

Direct Responsibility for the Execution of Policy Decisions and Day-to-Day Operations

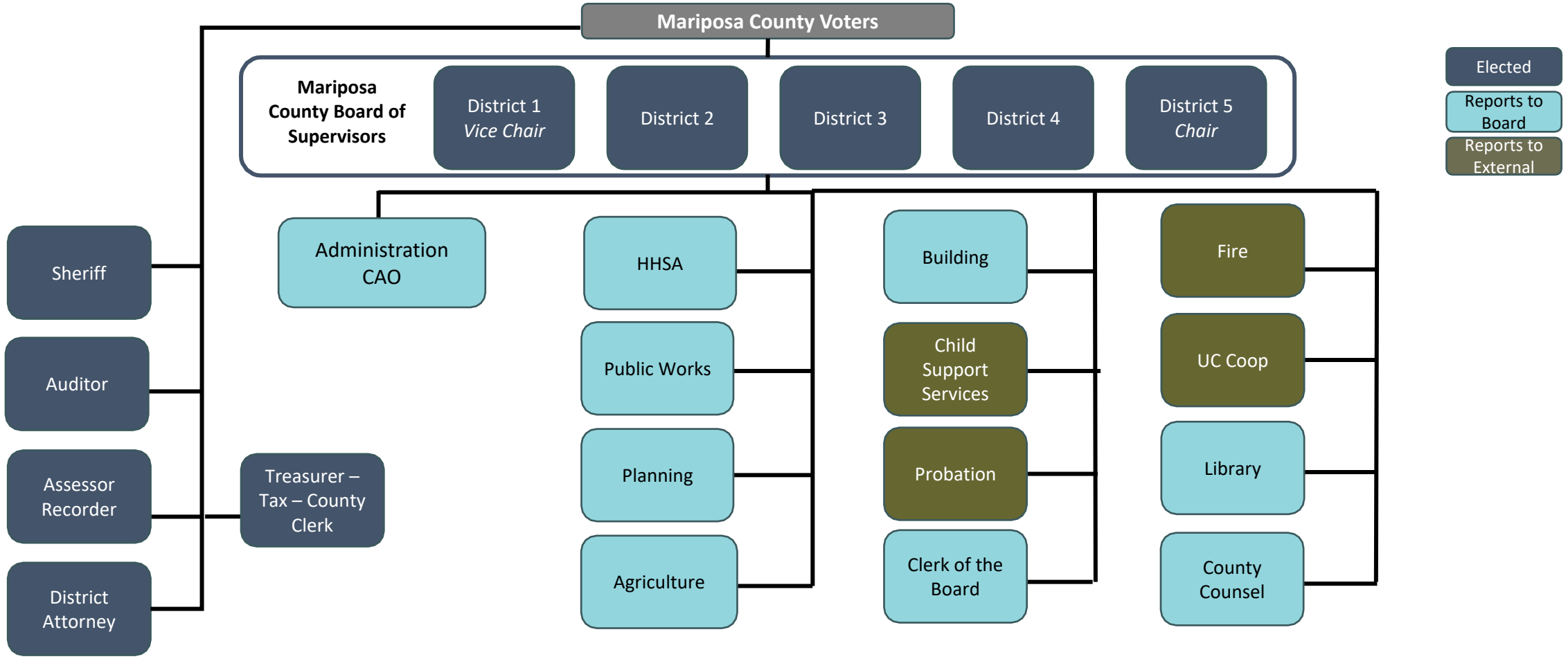
- Strong CAO - Although the Board of Supervisors will still be responsible for formulating and directing County-wide policy and strategy, the CAO will work to execute policy decisions and manage day-to-day departmental operations for Appointed County Departments
- Moderate CAO - Can be delegated authority to address specific policy decisions and provide delegated direction to Appointed Department Heads
- Weak CAO - Coordinates County central functions. Can give policy and day-to-day operational advice to Department Heads without direct authority.

Department Head Evaluations

- Strong CAO - Is responsible for the evaluation of all Appointed Department Heads
- Moderate CAO - Provides a recommended evaluation to the Board of Supervisors, however the Board approves/conducts the evaluation
- Weak CAO - May give feedback to the Board, however, is not involved in the evaluation process for Appointed Department Heads

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 silos, redundancies, and significant challenges in oversight and governance.**



Current State Key Takeaways

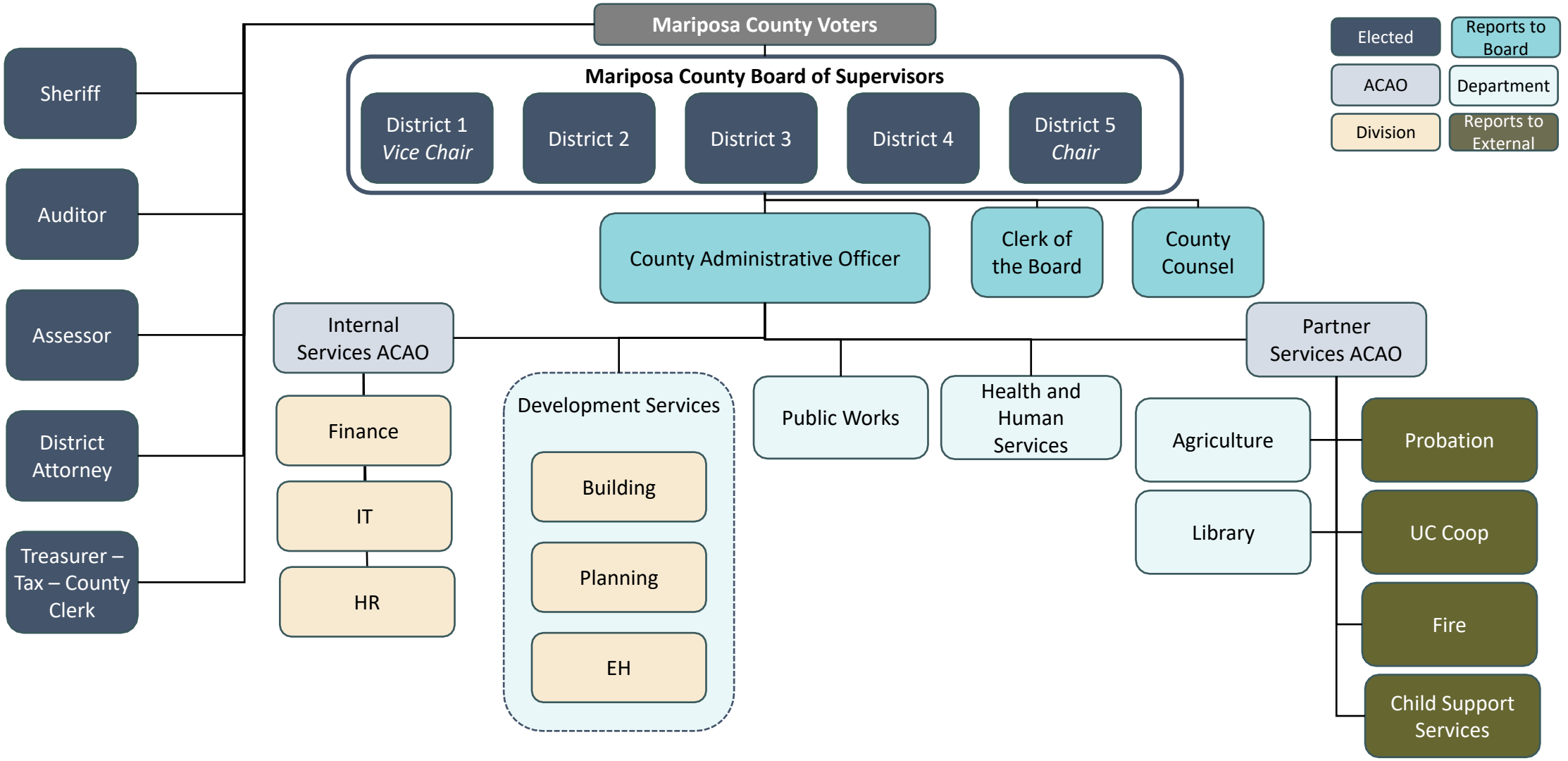
Focus Area	Identified Challenges
Governance	• Several pain points in the County align to common challenges within a limited-authority CAO structure • Strategic plan ownership is not clearly defined or consistent
Development Services	• Delays and other obstacles in cross-departmental workflows such as 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 silos 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 depts. • 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

New Governance Structure



Recommendations

Weak vs. Moderate vs. Strong CAO

Hiring, Dismissal, and Discipline of Appointed Department Heads (Public Works, HHSA, Building, Planning, Agriculture, Library)

- Strong CAO - Can make unilateral hiring and dismissal decisions for Appointed Department Heads
- Moderate CAO - Will directly recommend hiring, dismissal, and discipline of Appointed Department Head to the Board of Supervisors, however the Board will be the final decision makers for hiring, dismissal, and discipline
- Weak CAO - May provide input, however, has no formal role in the hiring, dismissal, or discipline of Appointed Department Heads

Direct Responsibility for the Execution of Policy Decisions and Day-to-Day Operations

- Strong CAO - Although the Board of Supervisors will still be responsible for formulating and directing County-wide policy and strategy, the CAO will work to execute policy decisions and manage day-to-day departmental operations for Appointed County Departments
- Moderate CAO - Can be delegated authority to address specific policy decisions and provide delegated direction to Appointed Department Heads
- Weak CAO - Coordinates County central functions. Can give policy and day-to-day operational advice to Department Heads without direct authority

Department Head Evaluations

- Strong CAO - Is responsible for the evaluation of all Appointed Department Heads
- Moderate CAO - Provides a recommended evaluation to the Board of Supervisors, however the Board approves/conducts the evaluation
- Weak CAO - May give feedback to the Board, however, is not involved in the evaluation process for Appointed Department Heads

Next Steps

County Administrative Officer: Next Steps & Timing

Change the CAO job description to reflect the recommended changes (0-30 days)

- Human Resources has worked with Leibert Cassidy Whitmore (LCW) to create a job description based on recommend changes. This can and will be modified based on Board input and direction.

Review and update County ordinances (45 days minimum)

Update the Appointed Department Head job descriptions (upon the completion of ordinance change)

- HR will work with LCW to ensure the Appointed Department Head job descriptions match the direction of the Board and updated County ordinances.
- Due to timing, Building and Planning will be a part of the update utilizing their existing job descriptions.

Development Services (3-6 months)

- Should the Board authorize a Development Services Department, new job descriptions for Development Services will be part of the recommendations at that time.

Questions?

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-459

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Application Packet and Supporting Materials to Fill the Vacancy of the Mariposa County District Attorney Pursuant to Government Code Section 25304; Set the Application Deadline Date and Time; and Schedule Two Public Hearings to Consider Applications and Applicants

---

RECOMMENDATION AND JUSTIFICATION

Approve the Application Packet and Supporting Materials to Fill the Vacancy of the Mariposa County District Attorney Pursuant to Government Code Section 25304; Set the Application Deadline Date and Time; and Schedule Two Public Hearings to Consider Applications and Applicants.

When County Counsel Steven W. Dahlem was re-appointed in 2020, he notified the Board that this would be his last term and that he would be retiring at the end of December 2024. His last day in the office will be Friday, December 27th, 2024, but his last official day as a Mariposa County is Sunday, December 29th, 2024. The Board opened the position of County Counsel and interviewed the qualified applicants on September 23rd, 2024. The applicant chosen to be the next County Counsel was qualified applicant Walter Wall.

Mr. Wall is the current sitting elected District Attorney whose term remains through 2028 and does not expire until 11:59 AM on January 1st, 2029, which will leave approximately four years of an unexpired term.

Fortunately, unexpired terms of elective offices are addressed by California State law. Specifically, Government Code (GC) Section 25304 mandates that boards of supervisors shall fill those vacancies. Additionally, Resolution 2020-619 (Process to Fill Vacancies of Elected Offices, which is included in the attached Application Packet), provides the procedure to allow for an open and transparent process, as well as citizen participation, in the appointment of the elected County offices covered by GC 25304. This item, then, will begin the process required by Resolution 2020-619 to appoint someone to fill the unexpired term of the District Attorney position.

Consequently, the Board is now being asked to start the process of filling the unexpired term of the District Attorney by doing the following:

- Consider and approve the Application Form and Packet. (Attachment “1”)
- Set the application deadline date and time. (Recommendations below)
- Consider and approve a Press Release. (Attachment “4”)

- Schedule Public Hearing #1 to consider the applications and applicants. (The process will end after the first Public Hearing if there are four or fewer applicants); and
- Schedule Public Hearing #2 (not less than 3 days or more than 21 days after the first hearing) to consider the applications and applicants, should there be five or more applicants.

If the Board wishes to complete the process by December 17, 2024 (the last meeting of the year), staff recommends the following schedule, which will allow an approximate four-week application period.

Application Period Opened: October 17th, 2024
Application Deadline: November 25th, 2024 at 5:00 PM
Public Hearing #1: December 3rd, 2024 at 2:00 PM
Public Hearing #2: December 10th, 2024 at 2:00 PM

The Board may also adjust those dates to provide a longer application period should they so desire, as California law also allows the duties of the office to be "temporarily discharged" by the Chief Deputy District Attorney, assistant, or deputy district attorney with like authority and subject to the same obligations and penalties as the District Attorney until the vacancy in the office is filled in the manner provided by law. However, it should be noted that the time frame constituted by "temporarily discharged" is not defined.

BACKGROUND AND HISTORY OF BOARD ACTIONS

December 15th, 2020: Jeremy Briese appointed Sheriff-Coroner-Public Administrator
October 13th, 2020: Approval of Policy Defining the Process to Fill Vacancies of Elected Offices, Other Than Superior Court Judge or Board of Supervisors Member (Resolution 2020-619)12/18/2018: Vince Kehoe appointed as the Assessor/Recorder.
November 7th, 2017: Luis Mercado appointed Auditor.
May 2nd, 2017: Brent Joseph appointed Assessor/Recorder.
August 21st, 2012: Tom Cooke appointed District Attorney.
September 28th, 2010: Doug Binnewies appointed Sheriff-Coroner-Public Administrator.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and such action would prevent the board from approving the process from the beginning. Alternatively, the Board may alter the proposed application packet, deadline, and/or public hearing dates.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **DA - Application Packet for Appointment of Elected Officials**
2. **Election Candidate Information - DA**
3. **Form_700_2023 - Watermark SAMPLE**
4. **PRESS RELEASE - Start of Process - DA**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

County of Mariposa

CLERK OF THE BOARD OF SUPERVISORS
5100 BULLION STREET, SECOND FLOOR, PO BOX 784, MARIPOSA, CALIFORNIA 95338

MARIPOSA COUNTY
DISTRICT ATTORNEY

APPLICATION PACKET

The application packet consists of the following materials:

- Application Packet Cover Sheet
- Notice of Position Overview
- Process to Fill Vacancies of Elected Officials other than Superior Court Judge or Board of Supervisors
- Election Candidate Qualifications and Information
- Application for Appointment of Elective Office of the Mariposa County District Attorney
- Statement of Economic Interest Form Sample (Form 700)

Applications must be received by the Clerk of the Board of Supervisors by 5 p.m., DATE

www.mariposacounty.org/cob

The Mariposa County Board of Supervisors is seeking applicants who wish to serve the unexpired term of the elected MARIPOSA COUNTY DISTRICT ATTORNEY

The Mariposa County District Attorney is an elected county officer defined in Article XI of the California State Constitution. Duties include, but are not limited to, those mandates found in Government Code Sections 26500 through 26543.

The District Attorney represents the people of the State of California in all criminal prosecutions within Mariposa County. Mariposa County is bordered by Madera, Merced, Tuolume, and Stanislaus Counties.

The District Attorney's Office has eleven (11) Full-time employees and an annual budget of $1.6 Million.

The current District Attorney, who was elected in 2022, was serving a six-year term that was adjusted with Assembly Bill 759 (Elections Code 1300) to place the Sheriff and District Attorney on the presidential election cycle.

The person appointed by the Board will be expected to complete a partial term that expires:

December 31st, 2026

The remaining two (2) years of the current District Attorney term, which expires December 31st, 2028, will appear on the ballot of the 2026 Primary Election for the voters of Mariposa County to elect the successor.

The salary for this position is $170,891.91, as set in Resolution 2019-703.

Applicants for this position must:

- be a registered voter of the County of Mariposa;
- be a citizen of the United States and a resident of the State of California;
- not have been convicted of any crime disqualifying the applicant from holding elected office; and
- complete the application process.

Finalists will be subject to a background check. The selected candidate will be required to pass the County's standard medical exam and full background investigation and to file a Form 700 Statement of Economic Activities within 30 days of assuming office.

Candidates may obtain the application form from the:

Mariposa County Clerk of the Board of Supervisors
Mariposa County Government Center
5100 Bullion Street, Second Floor, Mariposa, California, 95338

Completed applications must be received by the Clerk of the Board of Supervisors by Day of the Week, Date, at 5 p.m.

www.mariposacounty.org/cob

Process to Fill Vacancies of Elected Offices, other than Superior Court Judge or Board of Supervisors member

1.0 PURPOSE

To establish a procedure for the appointment of elected County officers. (Government Code § 25304.) Elected offices covered by this policy are:

- Assessor/Recorder
- Auditor
- District Attorney
- Sheriff/Coroner/Public Administrator
- Treasurer/Tax Collector/County Clerk

2.0 POLICY INTENT

This policy is intended to provide procedures to guide staff and ensure an open and equitable process in the appointment of applicable elected county officers.

3.0 POLICY LIMITATIONS

This policy does not apply to Board of Supervisors members, or to judges of the Superior Court. (Government Code § 25304.)

4.0 DEFINITIONS

a. Board: The Board of Supervisors.
b. Clerk: The Clerk of the Board.

5.0 PROCEDURES

a. **Application Form:**

1) Upon notification of the vacancy or anticipated vacancy of one of the elected positions listed in Section 1.0, the Clerk shall create a draft Application Packet specific to the position using the Application Form and the current, mandated position qualifications maintained by the Elections Official.

2) The Application Form (Appendix A) shall consist of a Face Sheet with checklist to identify application requirements, as well as forms for the following information:

    a. Contact Information

    b. Certifications regarding election criteria

    c. Education Verification

    d. Sheet regarding Résumé, Statement of Qualifications, Written Statement, and Letters of Reference/Recommendation requirement

b. **Noticing the Vacancy:**

1) The Clerk shall prepare a Regular Agenda item for the Board to:

a. Approve the final Application Form and Packet.

b. Set a deadline date and time for acceptance of applications.

c. Approve the form of the notice the Clerk will use to advertise the position, including newspaper advertisements and news releases.

d. Schedule two (2) public hearings after the application deadline, with the second hearing taking place not less than three (3) days nor more than twenty-one (21) calendar days, following the first hearing.

e. Adopt any additional procedures governing the appointment process, as needed.

2) The Clerk shall prepare the Regular Agenda items needed to schedule the two public hearings set above.

c. **Application Process:**

1) Application Packet.

a. The Application Packet shall consist of:

i. A cover sheet, with list of packet materials.
ii. The recruitment overview with deadline and submission information.
iii. A copy of this policy.
iv. Current position qualifications to be obtained from the Elections Officer.
v. The Application Form.
vi. Any other applicable information deemed appropriate by the Board during its consideration of the application and deadline. (Section 5.0 b.)
vii. Current Form 700 Statement of Economic Interests Cover Page, watermarked with the word “SAMPLE.”

2) Complete Application.

a. To be considered complete, applications must contain the following:
i. The completed Application form.
ii. A current résumé containing, at a minimum, all employment for the previous five (5) years.

iii. A Statement of Qualifications for the position (500 words maximum).
iv. A written statement explaining the applicant's reason for wishing to be appointed to the position.
v. At least three (3) letters of reference.
vi. Any additional information that the Board may have requested during its consideration of the application and deadline. (Section 5.0 b.)

b. Completed applications must be received by the Clerk prior to the deadline established by the Board.

c. Incomplete applications will not be accepted.

3) Additional Information.

a. At any point in the process, the Board may require additional verbal or written information from applicants including, but not limited to, responses to questions submitted by the public or members of the Board, medical certifications, or permission to conduct credit or background checks.

4) Application Withdrawal.

a. Applicants wishing to withdraw an application must supply a written request to the Clerk at the address noted on the Application Form.

b. Failure to appear at a scheduled public hearing shall also constitute a withdrawal.

d. **Application Processing:**

1) On the first business day after the approved application deadline, the Clerk will consolidate completed applications and supporting documents into one packet per applicant and will distribute copies to each Supervisor for their review.

a. Application packets are public records and are to be made available to the public upon request.

e. **Public Hearing Procedures:**

1) First Hearing

a. The Chair shall open public comment, which will be subject to the Board's normal speaking rules and time limitations.

b. Each applicant shall be given three (3) minutes to make an oral presentation.

c. After applicant presentations, the Chair shall allow each Supervisor to ask questions of any applicant.

d. Board deliberation.

e. Four (4) or More Applicants

    i. After deliberation the Board shall, on written ballots provided by the Clerk, select finalists from among those who have submitted complete applications and appeared before the Board.

        1. Each Supervisor may vote for up to four (4) applicants.

        2. The four (4) applicants receiving the largest number of votes will be chosen as finalists to return for consideration at the second hearing.

            a. Any ties will be broken by subsequent balloting to choose between the tied applicants.

        3. The Clerk shall announce the vote of each Board member after each round of balloting.

    ii. The Chair shall announce the names of the finalists and the date of the next public hearing.

f. Three (3) or Fewer Applicants

    i. After deliberation the Board shall, on written ballots provided by the Clerk, vote for one of the finalists to fill the unexpired term.

        1. Upon any applicant receiving three (3) or more votes, the Chair shall declare that person to be the Board's choice.

        2. Split Vote:

            a. In the event of a split vote in which no finalist receives three (3) or more votes, the lowest scoring finalist shall be eliminated.
            b. The Chair shall again allow Board deliberation regarding the qualifications and merits of the two remaining finalists.
            c. After deliberations, the Board shall vote to appoint one of the remaining two applicants.

ii. The Clerk shall announce the vote of each Board member after each round of balloting.

iii. Once a preferred applicant is determined by informal ballot, the Chair shall:
   1. Declare for the record that three (3) members of the Board have concurred in the selection of such applicant.
   2. Facilitate discussion to identify the applicant's starting date.
   3. Invite Board action to formally appoint the finalist to the position, noting the effective date and any other conditions that might be required.
   4. Direct the Clerk to cancel the Second Public Hearing.

iv. After appointment, the Clerk shall prepare the necessary personnel forms for the Chair's signature.

2) Second Hearing

a. The Chair shall open public comment, which will be subject to the Board's normal speaking rules and time limitations.

b. Each finalist shall make an oral presentation for an amount of time to be determined by the Chair.

c. After finalist presentations, the Chair shall allow each Supervisor to ask questions of any finalist.

d. At the conclusion of the question period, the Board shall, on written ballots provided by the Clerk, vote for one of the finalists to fill the unexpired term.

   i. Split Vote:

      1. In the event of a split vote in which no finalist receives three (3) or more votes, the lowest scoring finalist shall be eliminated.

      2. The Chair shall allow Board deliberation regarding the qualifications and merits of the remaining finalists.

      3. After deliberation, the Board shall again vote.

      4. The Split Vote process will be repeated until one finalist is chosen by three (3) or more votes.

e. The Clerk shall announce the vote of each Board member after each round of balloting.

f. Upon any finalist receiving three (3) or more votes, the Chair shall:

i. Declare for the record that three (3) members of the Board have concurred in the selection of such applicant.

ii. Facilitate discussion to identify the appointee's starting date.

iii. Invite Board action to formally appoint the finalist to the position, noting the effective date and any other conditions that might be required.

g. After appointment, the Clerk shall prepare the necessary personnel hiring forms for the Chair's signature.

INSERT CURRENT POSITION QUALIFICATIONS OBTAINED FROM ELECTIONS OFFICER

COUNTY OF MARIPOSA
APPLICATION FORM FOR APPOINTMENT TO THE ELECTIVE OFFICE OF DISTRICT ATTORNEY

(For Official Use Only)

INSTRUCTIONS: *The Application for Appointment of the Elective Office of the District Attorney is composed of the sections below. All parts must be submitted in order for the application to be considered complete.*

_____	_____	_____
Last Name	*First Name*	*Middle Initial*

Application Requirements:

The following must be attached to this form in order for your application to be considered complete:

☐	Part I:	Contact information (form provided)
☐	Part II:	Certifications (form provided)
☐	Part III:	Education Verification (form provided)
☐	Part IV:	A current résumé containing, as a minimum, all employment for the previous five years.
☐	Part V:	A written Statement of Qualifications for the position (500 words maximum)
☐	Part VI:	A written statement explaining your reasons for wishing to be appointed to the position.
☐	Part VII:	Three (3) Letters of Reference/Recommendation
☐	Part VIII:	Any additional information that the Board may request during the Board item approving the Application Form

I, _____, as a candidate for the appointment of the County of Mariposa District Attorney, declare that all information provided on this form by me, including all attachments, is true and correct. If requested, I agree to provide written responses to any questions.

I have received the application packet and have read and understand the Board of Supervisors Policy specifying the "Process to Fill Vacancies of Elected Offices, other than Superior Court Judge or Board of Supervisors member."

I understand that finalists will be subject to a full background investigation, and that the selected candidate will be required to pass the County's standard medical examination and must file a Form 700 for the state within thirty calendar days of taking office.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this _____ day of _____, _____, at _____, California.
Date *Month* *Year* *City/Town*

_____
Applicant's Signature

Please submit the completed application to the address below by **5 p.m., on Month Day, Year**. Please note that the application must be *received* prior to that deadline regardless of the mode of delivery/transfer.

Clerk of the Board of Supervisors
rlaroche@mariposacounty.org

County Government Center
5100 Bullion Street, Second Floor
Post Office Box 784
Mariposa, CA 95338

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law.

COUNTY OF MARIPOSA
APPLICATION FOR APPOINTMENT OF THE ELECTIVE OFFICE OF THE DISTRICT ATTORNEY

PART I. Contact Information

Please print.

_____ _____ _____
Last Name *First Name* *Middle Initial*

_____ _____ _____ _____
Current Street Address *City* *State* *Zip*

_____ _____ _____
Home Phone # *Business Phone #* *Email Address*

Please list your residence addresses for the past five years:

From	To	Street Address	City	State	Zip

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on this _____ day of _____, _____, at _____, California.

_____
Applicant's Signature

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law.

COUNTY OF MARIPOSA
APPLICATION FOR APPOINTMENT OF THE ELECTIVE OFFICE OF THE DISTRICT ATTORNEY

Part II. Certifications

Please print.

Last Name	*First Name*	*Middle Initial*

Current Street Address	*City*	*State*	*Zip*

Home Phone #	*Business Phone #*	*Email Address*

As a candidate for appointment to the position of Mariposa County District Attorney, I declare the following:

☐ YES ☐ NO I am a registered voter of the County of Mariposa.

☐ YES ☐ NO I am a citizen of the United States and a resident of the State of California.

☐ YES ☐ NO I have not been convicted of a crime that disqualifies me from holding elected office.
If no, please explain (attach additional sheets, if necessary):

_____

_____

☐ YES ☐ NO I meet all legal qualifications to run for election to this position. (If in doubt, check with the County Elections office.)

☐ YES ☐ NO I am able to formally assume the position at a time and place to be negotiated with the Board of Supervisors.

☐ YES ☐ NO I am not involved in outside activities that may be in conflict with the functions and responsibilities of this position.
If no, please explain (attach additional sheets, if necessary):

_____

_____

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on this _____ day of _____, _____, at _____, California.

_____
Applicant's Signature

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law.

COUNTY OF MARIPOSA
APPLICATION FOR APPOINTMENT OF THE ELECTIVE OFFICE OF THE DISTRICT ATTORNEY

Part III. Education

Please print.

_____	_____	_____
Last Name	*First Name*	*Middle Initial*

Please list your educational experience:

_____	_____	_____
Name of College or University	Degree Obtained	Date Graduated
_____	_____	_____
Name of College or University	Degree Obtained	Date Graduated
_____	_____	_____
Name of College or University	Degree Obtained	Date Graduated
_____	_____	_____
Name of College or University	Degree Obtained	Date Graduated

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on this _____ day of _____, _____, at _____, California.

_____
Applicant's Signature

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law.

COUNTY OF MARIPOSA
APPLICATION FOR APPOINTMENT OF THE ELECTIVE OFFICE OF THE DISTRICT ATTORNEY

Part IV. Résumé
Part V. SOQs
Part VI. Written Statement
Part VII. Reference Letters

STOP! Your application is not complete unless you also provide the following:

- **Part IV. Current résumé containing, as a minimum, all employment for the previous five (5) years.**
- **Part V. Statement of Qualifications for the position (500 words maximum)**
- **Part VI. Written statement explaining your reasons for wishing to be appointed to the position**
- **Part VII. Three (3) letters of reference/recommendation**

Submit the completed application to the address below by **5 p.m., on Month Day, Year**. Please note that the application must be *received* prior to that deadline regardless of the mode of delivery/transfer.

Clerk of the Board of Supervisors
rlaroche@mariposacounty.org

County Government Center
5100 Bullion Street, Second Floor
Post Office Box 784
Mariposa, CA 95338

INSERT ANY OTHER APPLICABLE INFORMATION DEEMED APPROPRIATE BY THE BOARD DURING ITS CONSIDERATION OF THE APPLICATION AND DEADLINE

INSERT CURRENT FORM 700 STATEMENT OF ECONOMIC INTERESTS COVER PAGE, WATERMARKED “SAMPLE”

ELECTION CANDIDATE QUALIFICATIONS AND INFORMATION

(As of October 4th, 2024)

TERM OF OFFICE

The District Attorney is elected to a four (4) year term. Elected Officers take office on the first Monday in January following the General Election at noon.

QUALIFICATIONS

Government Code Section 24001: Except as otherwise provided in Sections 27550.1 and 27641.1 or in this section, or in Section 21123 or 34711 of the Water Code, or in any landowner voting district, as defined in paragraph (8) of subdivision (b) of Section 10500 of the Elections Code, a person is not eligible to an elective county or district office, unless the person is a registered voter of the county or district in which the duties of the office are to be exercised at the time that nomination papers are issued to the person or, if appointed to the elective office to fill a vacancy, at the time of the appointment of the person.
(Amended by Stats. 2022, Ch. 864, Sec. 1. (AB 1925) Effective January 1, 2023.)

Government Code Section 24002: A person is not eligible to the office of district attorney unless he has been admitted to practice in the Supreme Court of the State.
(Added by Stats. 1947, Ch. 424.)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Filing Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: Position:

2. Jurisdiction of Office *(Check at least one box)*

☐ State

☐ Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)

☐ Multi-County

☐ County of

☐ City of

☐ Other

3. Type of Statement *(Check at least one box)*

☐ **Annual:** The period covered is January 1, 2023, through December 31, 2023.

-or-

The period covered is _____/_____/_____ through December 31, 2023.

☐ **Assuming Office:** Date assumed _____/_____/_____

☐ **Leaving Office:** Date Left _____/_____/_____
(Check one circle.)

☐ The period covered is January 1, 2023, through the date of leaving office.

-or-

☐ The period covered is _____/_____/_____, through the date of leaving office.

☐ **Candidate:** Date of Election _____ and office sought, if different than Part 1:

4. Schedule Summary (required)

Total number of pages including this cover page: _____

Schedules attached

☐ **Schedule A-1 -** *Investments* – schedule attached

☐ **Schedule A-2 -** *Investments* – schedule attached

☐ **Schedule B -** *Real Property* – schedule attached

☐ **Schedule C -** *Income, Loans, & Business Positions* – schedule attached

☐ **Schedule D -** *Income – Gifts* – schedule attached

☐ **Schedule E -** *Income – Gifts – Travel Payments* – schedule attached

-or- ☐ ***None -*** *No reportable interests on any schedule*

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER ( ) EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____
(month, day, year)

Signature _____
(File the originally signed paper statement with your filing official.)

Appointee MUST File Form 700

Office of the Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
dbondshu@mariposacounty.org

FOR IMMEDIATE RELEASE: OCTOBER 16, 2024

Board of Supervisors Seeks Applicants to Fill the Unexpired Term of the Mariposa County District Attorney

Mariposa, CA – In the beginning of 2024, County Counsel Steven W. Dahlem, announced his retirement, with his last day slated to be Sunday, December 29th, 2024. The Board of Supervisors opened the position of County Counsel and interviewed the qualified applicants on September 23rd, 2024. The applicant chosen to be the next County Counsel was qualified applicant Walter Wall. The Board of Supervisors approved this appointment on October 8th, 2024.

Walter Wall is the current elected District Attorney whose term remains through 2028 and does not expire until 11:59 AM on January 1st, 2029, leaving approximately four years of an unexpired term. In such an instance, State law provides that Boards of Supervisors consider and appoint replacements to fill the remainder of the unexpired term.

Following the Board's approved procedures, the County will accept applications for the position beginning on DAY OF THE WEEK, MONTH DAY, YEAR, at 8 a.m., through 5:00 p.m. on MONTH DAY, YEAR.

Following deadline closing, the Board will hold a public hearing on FIRST HEARING DATE at 2:00 PM where each applicant will make a three-minute presentation and answer questions. The Board is expected to make an appointment on that date if there are four or fewer applicants. If there are five or more applicants, finalists will be chosen on FIRST HEARING DATE to return at a second hearing scheduled for SECOND HEARING DATE at 2:00 PM.

To qualify for the position, all candidates must meet the minimum qualifications prescribed by State law to run for a District Attorney's election. The minimum qualifications are available on page 2 of the Application Packet, which can be downloaded from http://www.mariposacounty.org/DistrictAttorneyApplication

Completed applications must be received by the Clerk of the Board's Office by APPLICATION DEADLINE AND TIME. For questions, please contact Danielle Bondshu, Clerk of the Board at (209) 966-3222 or by email at dbondshu@mariposacounty.org.

Contact Information:

Clerk of the Board's Office
County of Mariposa
Phone: (209) 966-3222
Address:
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 15, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

[ ] 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)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Deputy Sheriffs' Association (DSA), Mariposa County Sheriffs' Management Association (SMA)
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

Not Applicable.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None